VTU NAAC FILE- 2020

MoU's

RV-VLSI
DESIGN CENTER

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding ("MOU") is dated 31.03.2015 ("Execution Date") and is entered into between:

RV VLSI Design Centre
(A unit of Rashtreeya Sikshana Samithi Trust)
with its office at
26th Main, 36th Cross, 4th Floor,
Jayanagar 4th T Block,
Bangalore 560041 ... RV-VLSI

AND

The REGISTRAR (Academics)
Visvesvaraya Technological University
"Jnana Sangama" Belagavi : 590018
Karnataka, India. .... VTU

Introduction

The parties agree that the program offered under this MOU will help students enter the job market in India for engineering fields and faculty gain insights into the optimum use of EDA tools and technology to impart industry relevant instructions to its students after successfully completing the programs and or the activities described in this MoU. RV-VLSI expects to further its contributions to address the acute shortage of skilled manpower in the country

1. **Definitions**

1.1. 'Applicant' shall mean any individual or public or private entity/entities that are for-profit, not-for-profit, statutory bodies, NGO's, Government agencies, Universities, Educational Institutions, Accrediting Agencies or departments.

1.2. 'Program' shall mean the specialized skill development learning programs or activities offered jointly by the parties to this MOU, to the applicants concerned. Wherein, the said program shall consist of a combination of the industry standard courseware and

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technology exposure, along with practical lab work that the Applicant shall undergo at designated centers. Refer to Annex 1 for details.

1.3. 'Customization' shall mean modifications to course content of the Program.

1.4. 'VLSI' means 'very large scale integration'.

2. **Production and delivery of the Program**

2.1. The parties' respective responsibilities regarding the programs are detailed in **ANNEX 1 and ANNEX 2** to this MOU, which are hereby incorporated by reference into this MOU.

2.2. Both parties agree that customization of the programs may be carried out based on the requests from industry only if the said customization does not dilute the broad applicability and value proposition of the existing program. In the event that the parties are unable to reach a consensus on the customization request, such customization shall not be offered.

2.3. Both parties agree to appoint CEO, RV-VLSI as the single point contact and interface to between VTU and the industry. This will facilitate the design, implementation and execution of any programs in the future in an efficient manner.

3. **Pricing and revenue sharing:** fees charged to applicants for the programs shall be subject to the following terms.

3.1. Applicants will be charged for participation in programs according to a fee structure described in Ann 1.

3.2. All fees charged for the programs shall be in the local currency where the course is offered. Fees for courses offered in India will be in Indian Rupees (INR).

3.3. Pricing and fees chargeable to the programs shall be subject to market demand and feedback, and is subject to revision annually by RV-VLSI.

3.4. The parties agree that the offer price may vary from region to region based on escalation of input costs and other economic conditions that require consideration in order to keep the terms of this MOU economically viable.

3.5. Service tax and any other applicable fees and taxes shall be paid by the applicant and shall be remitted to the appropriate authorities by RV-VLSI.

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3.6. **Fifteen percent (15%)** of the tuition fees before any applicable taxes will be deposited into the account provided by VTU for every student by way of a check or other convenient means at a date mutually agreed by both parties after the commencement of the program.

3.7. Both parties agree the various programs and or activities covered under this MoU will lead to a **certificate issued by VTU** that will bear the name and seal of VTU and issued from the office of the Registrar (Evaluations).

4. **Limitations of Association:** Expenses incurred under this MOU shall be the responsibility of the party incurring such expense, except as otherwise provided herein. Parties will not be liable to each other for expenses incurred towards performance of the obligations under this MOU.

4.1. The parties agree that they are independent contractors. Neither party shall have any claim or right to receive or participate in any employee benefit plans or arrangements of the other. Neither party shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of the other party, which authorization may be general or specific. Nothing contained in this MOU shall be construed or applied to create a partnership or joint venture.

4.2. Both parties agree that this relationship shall extend only to programs falling under VLSI and Embedded Systems as described in the Annex1 of this MOU. The relationship may extend to other programs subject to another written agreement between the parties.

4.3. Both parties agree that the content provided by RV-VLSI shall be used only to offer programs by the parties to this MOU. The said content, shall not be used by VTU for any other purpose as this will dilute the uniqueness and value proposition being offered

5. **<u>Expansion & Time Frames</u>**

5.1. Depending on demand and viability, RV-VLSI shall use reasonable efforts to encourage its technology partners expand infrastructure and facilities beyond Bangalore to the different Regional Centers of VTU in Karnataka by the beginning of the third year or sooner after the Execution Date.

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5.2. The parties agree to use reasonable efforts to expand the outreach of their jointly offered programs to southern and western regions and northern and eastern regions by the end of the third year after the Execution Date.

5.3. The parties agree that the above-indicated time frames may be varied based on discussions and negotiations between the parties in addition to market dynamics.

6. **Marketing & Public Relations**

6.1. The parties shall jointly frame guidelines for the sales and marketing campaign, which the parties agree to make reasonable efforts to adhere to in promoting the programs, and to jointly review the guidelines annually and make such revisions as they mutually deem desirable.

6.2. Both parties shall make reasonable efforts to utilize their respective existing marketing channels, including websites, official communication to colleges from the office of the Registrar, VTU to promote the programs according to the agreed guidelines, and to cooperate with and support one another's marketing efforts and outreach specially during the first few years.

6.3. VTU shall solely bear the costs incurred towards marketing activities.

6.4. Neither party shall contact any prospective applicants or publish any information about the subject of this MOU before such time as the parties mutually agree to announce the programs.

6.5. Both parties shall expeditiously act upon the requests made by the other party regarding marketing and publicity of the programs.

6.6. Both parties shall avoid causing damage to the brand image or reputation of the other party whilst marketing the programs and otherwise.

6.7. Both parties shall adhere to the logo usage guidelines promulgated by the parties separately. The said logo usage guidelines shall be made available to each other on specific request by the parties.

6.8. RV-VLSI is permitted to use the logo of VTU with the phrase "**VTU Recognized Skill Development Center in VLSI and Embedded Systems**" at its premises and in its sales and marketing presentations

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7. **Intellectual Property Rights**

7.1. Course material and content provided by RV-VLSI to deliver the programs shall belong solely to RV-VLSI and the said content shall not be utilized by VTU except as provided under this MOU.

7.2 The brand name of VTU may not be used by RV-VLSI for any other purpose other than the manner detailed in the marketing clause to this MOU. RV-VLSI shall obtain specific approval from VTU if it intends to use the brand name of VTU for any purpose not specifically covered under this MOU.

7.3 The parties agree that RV-VLSI shall be free to modify the course content and market the same when the said content is used for purposes other than in programs covered by this MOU

7.4 Both parties shall make reasonable efforts to prevent the content from being misused by any third party, and each party shall issue separate guidelines to define appropriate usage.

8. **Confidentiality**

8.1. Neither party shall release any material, including any correspondence, document pertaining to this MOU, course content, strategy, beta test, program, marketing and sales plans, future product road maps, development plans, customer lists, etc., to any third party if the material has been marked confidential by either party.

VTU agrees that the original content from RV-VLSI belonging solely to RV-VLSI shall not be disclosed to any third party without the specific consent of and except upon the terms specified by RV-VLSI. If the said original content provided by RV-VLSI has to be released to a third party, upon receipt of consent from RV-VLSI, VTU shall ensure that appropriate agreements are executed with the recipient third parties to protect confidentiality and non-disclosure.

8.2. The terms of this MOU shall not be disclosed by any party to the general public, media, press, and prospective applicants without the consent of the other party.

8.3. The foregoing obligations shall not apply to any confidential information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party's

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disclosure of such confidential information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such confidential information, as evidenced by the receiving party's written records; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure.

9. **Non Compete & Exclusivity**

9.1. Upon termination of this relationship, neither party shall enter into any agreement with any third party to provide programs related to VLSI and or Embedded Systems for one year from the date of termination, in any region in which the parties have made specific arrangements to provide programs at the time of termination.

9.2. During the tenure of this MOU, neither party shall be permitted to enter into any agreement with any third party to provide any program module related to VLSI and Embedded Systems that is similar or identical to, or directly competes with, the learning modules provided by the parties under this MOU.

9.3. RV-VLSI can continue to offer any of its existing programs, listed on its website, at the request of the applicant to those applicants who have completed the certificate program/s offered under this MOU.

9.4. RV-VLSI reserves the right to subcontract a portion or all the activities covered by this MOU anytime to its authorized agents and or partners at anytime to ensure the quality and effectiveness of the programs are maintained at all times.

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10. **Non Solicitation**

10.1 Neither party shall be permitted to solicit any students, clients or customers of the other party during the tenure of this MOU for any purpose that is identical to the program offered under this MOU.

11. **No Hire**

11.1 Neither party shall be permitted to hire any employees of either party during the tenure of this MOU.

11.2 Neither party shall solicit any employee of the other party during the term of that person's employment or for twelve months after the employment terminates.

11.3 Neither party shall be permitted to hire any employees of either party for one year after the termination of this MOU.

12. **Closure/End of Association, Breach of Contract & Tenure**

12.1. Tenure:

12.1.1. The tenure of this MOU shall be for five years and the tenure may be extended by the parties by mutual agreement.

12.1.2. The parties shall be free to modify the terms of this MOU and any annexes prior to extension of the tenure of this MOU by a written amendment, signed by both parties.

12.2. Convenience: It is clarified that neither party may terminate this MOU due to reasons of mere business convenience. Any termination by either party shall require the presentation of cogent reasons justifying termination of the MOU.

12.3. Withdrawal of Programs/Courses: The parties agree that a particular program may be withdrawn because of demand paucity or technological shortfalls.

12.4. Breach of Terms: This MOU shall be terminated automatically if either party commits material breach of the terms detailed in this MOU, but only if the non-breaching party promptly notifies the other party of the breach and the breaching party does not cure the breach within sixty (60) days. After the notice-and-cure period, the party responsible for such a breach shall be liable to pay the opposite party damages along with compensation towards losses incurred.

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12.5. Unviability & Impossibility: This MOU shall be terminated if the parties to this MOU are unable to perform their obligations due to (a) changes in the market making the programs unviable; or (b) events or circumstances outside the reasonable control of the parties, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, floods, industrial disputes, and other *force majeure* circumstances.

12.6. It is clarified that termination of this MOU shall not affect the non-compete, non-disclosure, confidentiality, non-solicitation, intellectual property and arbitration clauses detailed in this MOU.

12.7. Upon termination of this MOU under the circumstances detailed above, VTU shall be entitled to use the content relating to the program or modules after paying compensation to RV-VLSI. The compensation shall be decided upon mutually between the parties. However, if no consensus is reached between the parties, the matter may be referred to an independent valuator who may recommend an appropriate sum as fair compensation.

12.8. The independent valuer mentioned in the clause above shall necessarily possess experience in the field of valuating companies, projects and enterprises in the context of mergers and acquisitions.

12.9. The costs incurred towards the report of the independent valuer shall be borne equally between the parties.

12.10. In the event that any program is ongoing at the time of termination, the parties' obligations with regard to that program will remain in effect until the course is complete.

13. **Representations, Warranties, and Indemnification**

13.1. Each party represents and warrants to the other that: (a) it has the necessary power and authority to enter into this MOU; (b) the execution and performance of this MOU has been authorized by all necessary corporate or institutional action; (c) entry into and

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performance of this MOU will not conflict with any provisions of law, agreements with third parties, or the certificate of incorporation or by-laws of the party; (d) no action by any governmental organization is necessary to make this MOU valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this MOU.

13.2. The parties hereto shall ensure that all compliances regarding statutory taxes and registration with appropriate tax authorities are in place prior to the collection of any fees from applicants under this MOU. Each party will bear the liability of its taxes.

13.3. RV-VLSI hereby agrees to keep indemnify, defend and hold harmless VTU, its directors, employees, affiliates, members, etc., from all (i) third party claims arising out of or relating to the originality of the content and input provided by it to develop the programs; and (ii) all third party claims arising out of or relating to any activities performed or not performed by it under the terms of this MOU. VTU hereby agrees to keep indemnify, defend and hold harmless RV-VLSI, its directors, employees, affiliates, etc., from all (i) third party claims arising out of or relating to the certification of the program; and (ii) all third party claims arising out of or relating to any activities performed or not performed by it under the terms of this MOU. VTU shall enter into appropriate agreements with the end applicants to ensure that the parties to this MOU are indemnified against any damages caused by the applicants whilst using the knowledge or skills gained from the programs offered by the parties.

14. **Correspondence**

14.1. Any notice, communication or correspondence pertaining to this MOU given by either party to the other shall be served either by email, fax or by 'registered post with acknowledgment due' to the address of the other party detailed in this MOU.

14.2. If such notice is sent by email, unless the contrary is proved, it shall be deemed received on the first working day after the day it was sent.

14.3. If such notice is sent by fax, it shall be deemed served on the working day after receipt of an error free transmission report.

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14.4. If such notice is sent by registered post it shall be deemed served upon receipt of postal acknowledgment or delivery report from the Postal Department towards the same.

15. **Governing Law:** This contract shall be governed by and construed in accordance with Indian Law and the parties hereby agree to submit for all purposes in connection with this contract to the exclusive jurisdiction of Bangalore Courts. It is clarified that the jurisdiction of Indian Courts shall be subject to the Arbitration Clause of this MOU.

16. **Arbitration**

16.1. The parties hereto agree that any dispute or difference arising out of or in relation or connection to this Agreement shall be attempted to be settled amicably failing which it shall be referred to arbitration to be conducted as per the Arbitration & Conciliation Act 1996.

16.2. A sole arbitrator shall be jointly nominated by both parties. Such Sole Arbitrator shall necessarily be a retired judicial officer or a practicing attorney with sufficient experience in dispute resolution of at least five years.

16.3. Seat of Arbitration: All arbitration proceedings shall be held in Bangalore City.

16.4. All costs regarding arbitration shall be born equally between the parties.

Notice regarding arbitration:

16.5. All claims or disputes raised by VTU seeking adjudication by VTU shall be communicated to RV-VLSI in conformity with the Correspondence Clause of this MOU, upon receipt of which the parties shall jointly nominate a sole arbitrator or an arbitration institution within a period of three weeks from the date of receipt of notice.

16.6. Any claims or disputes raised by RV-VLSI seeking adjudication by a Sole Arbitrator or arbitration institution shall be communicated to VTU in conformity with the Correspondence clause of this contract. Upon delivery of the said notice the parties shall jointly nominate a sole arbitrator or an arbitration institution within a period of three weeks from the date of delivery.

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1. **Survival**

17.1. Sections 4.3, 7, 8, 9, 11.2, 13.3, 15 and 16 shall survive termination of this MOU for the periods mentioned therein, failing which for a period of five years. Section 9 shall survive termination of this MOU for the periods mentioned therein, failing which for a period of one year.

Accepted

Mr. S. Venkatesh Prasad for RV-VLSI.

Title: CEO

Dated 31.03.2015

~~Bangalore.~~

Accepted

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Dr. K. E. Prakash for VTU.

Title: REGISTRAR (Academics)

Dated 31.03.2015

~~Bangalore.~~

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ANNEX 1

Roles and Responsibilities

Activity	VTU	RV-VLSI
Awareness and Promotion	VTU will advertise in leading national dailies the start of the course. Send circulars to all affiliated colleges for faculty participation. Advertise on the VTU home page in a prominent manner	RV-VLSI will create the layout and matter for the ads by working closely with VTU as per VTU guidelines Cost sharing on advertisements at 50:50 basis
Sale of Application	-NA-	RV-VLSI will design and sell the applications at RV-VLSI center for a nominal fee to cover the costs of test and assesment
Written Test and Interview	-NA-	RV-VLSI will design and administer the aptitude and technical test followed by interview at the center. A third part service may be used for this activity
Admission formalities	-NA-	RV-VLSI will collect the prescribed fees and issue necessary ID cards and create the student profile and registration kit. No Fee refund and other existing policies of RV-VLSI will continue
Course ware, workbooks, labs and teaching aids	-NA-	RV-VLSI will design, implement and execute the course
Teaching Faculty	-NA-	Faculty will be from RV-VLSI
Conduction of examinations and valuation	Provided by VTU as per university norms	The question paper will be designed and sent to VTU as soft copy. A list of evaluators will be sent to VTU for consideration Invigilation will be done by RV-VLSI staff.
ward of Certificates	Final mark sheets and certificates will bear the name and seal of VTU duly signed by its authorized representative. All certificates will be designed, printed and delivered to RV-VLSI by VTU as per VTU procedures	RV-VLSI will affix a hologram on the certificate to maintain its identity. The certificates will be delivered to RV-VLSI by VTU and the same will be issued to the candidates after ensuring all formalities have be complied with by the candidate
Boarding and Lodging for outstation students	-NA-	-NA-

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Highlights of the Certificate in VLSI Design - CVLSI.

The Certificate in VLSI Design of four months duration consists of two phases. In phase one the regular curriculum for a 8 week duration is covered followed by examinations. In Phase two of the course consists of working on a live project for 4 weeks followed by evaluation and Viva-voce.

Phase one of the program offers VLSI training as relevant to ASIC Design, enabling students to gain mastery and technical expertise in this specialized area of VLSI Design. The course builds from core concepts to advanced levels with a right balance of lectures and labs, followed by a live project in phase two. Conducted by a team of highly dedicated industry professionals, the program is delivered in an industry like atmosphere.

During phase one of the course engineers have to study all the subjects pertaining to this phase. For each subject students have to attend lectures and labs where they work on design problems assigned to them by the concern faculty using EDA software tools. An integral part of the learning plan is seminars, presentations and attending meetings which simulate an industry atmosphere, these meetings are aimed are drawing out the best solution to the design problem. Students will have to carry out preliminary studies and do online research under the guidance of the concern faculty. After the completion of all modules in phase one students have to appear for exams conducted by the university.

Immediately after the exams phase two of the course begins where the students will be assigned to different teams based on the design task entrusted to them. They will be required to interact with other members in the team, conduct research and present their solution in a effective manner during design reviews. The designs are brought to the level of tapeout.

The course content and duration is subject to change to suite the changing requirements of the industry.

This certificate may be offered to engineering graduates in lieu of BE/ME/BTECH/MTECH Projects towards partial completion of their degree requirements. The course maybe offered as a fulltime and/or part-time course.

Applicability: The course is considered towards partial fulfillment of requirements leading to a degree offered by VTU which include BE/ME projects, mini-projects, seminars and internships.

Location: The courses will be currently offered at RV-VLSI Design Center campus in Jayanagar 4th T BLK Bangalore campus. The course will be taken to other regions of the state in a phased manner

Phd Research: As a significant portion of the time in the course is spent towards use of technology and tool exposure this will be ideal for Phd research scholars to undergo which will help in Phd research. RV-VLSI and its technology partner will assist Phd candidates in the capacity of guides and co-guides to help the research scholars complete their thesis.

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Course Duration: The course duration and course content is subject to change without prior notice to suite the The current job market and needs of the ESDM industry in India.

Fees and Refunds: The fees is subject to change based on escalations to input costs and appropriate share of VTU will be remitted as agreed in this MoU. No refund in fees after commencement of course. Prior to commencement of course a registration and process fee will be deducted and the balance will be returned to the applicant by way of A/C payee check.

Course calendar: The courses will be offered in two modes fulltime and part-time. This is being offered for the benefit of those engineering students who wish to take this to meet the requirements needed to secure a degree. A detailed course calendar will be published on the website of RV-VLSI and VTU at an appropriate time.

Target Audience

Engineers working in IT/BPO industry looking for change of track.

Aspiring VLSI engineers fresh out of college having completed a UG/PG in relevant discipline or engineering graduates

Engineers sponsored by semiconductor companies

Faculty from engineering college seeking skill up-gradation. Phd applicants and research scholars

Eligibility Criteria

Candidates who have scored a minimum of 65% marks in aggregate in the qualifying examination of BE/B. Tech.in circuit branches or equivalent degree from a recognized and PUC and SSLC Degree in Electronics and Communication, Telecommunication, Electrical Engineering, IT, Computer Science, Instrumentation, or equivalent degree from recognized universities/institutes are eligible for admission to the course.

ME/MTech students in VLSI and Embedded or related stream are also eligible to apply.

This criteria does not apply to candidates sponsored by companies or to applicants who are students pursuing their engineering education.

Selection Procedure

Written Test & Aptitude Test

1. All candidates have to take a written Technical Test of one hour duration, along with an Aptitude Test of 1 hour duration.
2. Candidates passing the aptitude and written test will be interviewed one-on-one and result of admission communicated to them on a specified date.
3. The written and aptitude test is waived for employees of VLSI companies who are sponsored by their employer
4. For out station candidates RV-VLSI authorized testing centers will be designated in sixteen cities nationwide for candidates to appear for the tests. For such candidates the one on one interview will be via

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video conferencing and/or a phone interview. For such candidates a provisional admission is granted. The CEO of the center will be the final authority to decide whether to grant admission or not for out station candidates on a case by case basis.

5. This does not apply to engineers who are pursing their BE/ME and are taking this certificate program as a partial fulfillment of meeting the degree requirements.
6. RV-VLSI reserves the right to grant admission the decision of the management is final in this regard.

Scheme and Duration of the Course: Certificate in VLSI Design (CVLSI)

I. Basic Curriculum + Project work + Examination = 24 weeks

Sl No	Subject Code	Subjects	Total Number Of Hours		No of weeks
		Core Subjects	Lecture Hours	Practical & Assignments	
1	ADVD1	Fundamentals of System Design	20	20	1
2	ADVD2	Fundamentals of SoC Design	20	20	1
3	ADVD3	IC Fabrication and DFM	20	20	1
4	ADVD4	FPGA Implementation and ASIC Design	30	30	1.5
5	ADVD5	Fundamentals of ASIC Verification	50	30	2
6	ADVD6	Physical Design and chip Integration	30	30	1.5
7	SEM1	Seminar and Project Prep.	40		1
8		Project Work		288	12
9		Exams, Practicals and project viva, mock interviews			3

SCHEME OF EXAMINATION

Certificate in VLSI Design (CVLSI)

SCHEME OF EXAMINATION							
CURRICULUM							
Sl No	Subject Code	Subject	Duration of Exam - Hrs		Marks		
			Theory	Lab	Theory	Labs	Total
1	ADVD1	Fundamentals of System Design	90min	180min	50	100	150
2	ADVD2	Fundamentals of SoC Design	60	180	50	100	150
3	ADVD3	IC Fabrication and DFM	60	180	50	100	150
4	ADVD4	FPGA implementation and ASIC Design	60	180	50	100	150
5	ADVD5	Fundamentals of ASIC Verification	60	180	50	100	150
6	ADVD6	Physical Design and chip Integration	60	180	50	100	150
7		Project				300	300
Grand Total of Marks					300	900	1200

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Grading Scheme

The final mark sheet will have Grades as follows:

A+ 100% to 90%
A 89% to 80%
B 79% to 60%
C 60% to 40%
D 40% and below

Certification:

Min 75% attendance in both theory and project for grant of Certificate and transcript
If the attendance is less the Certificate is not granted only a transcript is provided
Candidate must readmit by paying a fee a makeup fee and makeup for low attendance subject to availability of seats

Refunds;

No refund of any fees once the course has commenced. If a refund is requested for a valid reason in writing a fee of Rs. 7750/- plus any taxes collected will be withheld and the balance will be returned by check. However a fee credit voucher can be requested to take up a course within a two year period. Fee is not transferable.

The candidate must provide a written declaration to this effect

Boarding and loading for Out station students

See table for details

Highlights of the Certificate in Embedded System Design -- CESD
The course on Certificate in Embedded System Design is of 14 weeks duration consists of two phases. In Phase 1 and phase two of the regular curriculum is covered for a 8 week duration followed by a live project of 3 weeks followed by exams.

Phase one of the program offers training as relevant to Embedded Domain enabling students to gain mastery and Technical Expertise in the areas of Advanced 'C' and Advanced Microcontrollers. In Phase Two of the Program offers training relevant to Linux System Programming, Device Driver Development, Embedded Linux with Python Programming as Application Domain. The course builds from Core concepts to advanced levels with a right balance of Lectures and Labs. Conducted by a team of highly dedicated industry professionals, the program is delivered in industry like atmosphere.
During this course Engineers have to study all the subjects pertaining to both the phases. For each subject, students have to attend lectures & labs where they work on design problems assigned to them by the concern faculty. An integral part of the learning plan is seminars, Presentations and attending meetings which simulate an industry atmosphere, these meetings are aimed at drawing the best solution to the design problem. Students will have to carry out preliminary studies and do online research under the guidance of concern faculty. After the completion of all the modules students have to appear for exams conducted by university. The course content and duration is subject to change to suite the changing requirements of the industry. This certificate may be offered to engineering graduates in lieu of BE/ME/BTECH/MTECH Projects towards partial completion of their degree requirements. The course maybe offered as a fulltime or part-time course based on popularity and demand.

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Reference Books for the course
The list of books prescribed by VTU for MTech in VLSI & Embedded Systems is used for ADED

Applicability: The course is considered towards partial fulfillment of requirements leading to a degree offered by VTU which include BE/ME projects, mini-projects, seminars and internships.

Location: The courses will be currently offered at RV-VLSI Design Center campus in Jayanagar 4th T BLK Bangalore campus. The course will be taken to other regions of the state in a phased manner

Phd Research: As a significant portion of the time in the course is spent towards use of technology and tool exposure this will be ideal for Phd research scholars to undergo which will help in Phd research. RV-VLSI and its technology partner will assist Phd candidates in the capacity of guides and co-guides to help the research scholars complete their thesis.

Course Duration: The course duration and course content is subject to change without prior notice to suite the The current job market and needs of the ESDM industry in India.

Fees and Refunds: The fees is subject to change based on escalations to input costs and appropriate share of VTU will be remitted as agreed in this MOU. No refund in fees after commencement of course. Prior to commencement of course a registration and process fee will be deducted and the balance will be returned to the applicant by way of A/C payee check.

Course calendar: The courses will be offered in two modes fulltime and part-time. This is being offered for the benefit of those engineering students who wish to take this to meet the requirements needed to secure a degree. A detailed course calendar will be published on the website of RV-VLSI and VTU at an appropriate time.

Target Audience
Engineers working in IT/BPO industry looking for change of track
Aspiring Embedded Engineers fresh out of college having completed a UG/PG in relevant discipline
Engineers sponsored by Embedded companies
Faculty from Engineering college seeking skill up-gradation

Eligibility Criteria
Candidates who have scored a minimum of 65% marks in aggregate in the qualifying examination of BE / B Tech in circuit branches or equivalent degree from a recognized and PUC & SSLC. Degree in Electronics and Communication, Telecommunication, Electrical Engineering, IT, Computer Science, Instrumentation, or equivalent degree from recognized universities / Institutes are eligible for admission to the Course
ME / M Tech students in VLSI and Embedded or related stream are also eligible to apply.
This criteria does not apply to candidates sponsored by companies or educational Institutions towards partial fullfilment of degree requirements

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Selection Procedure

Written Test & Aptitude Test

1. All candidates have to take a written Technical Test of one hour duration, along with an Aptitude Test of 1 hour duration.
2. Candidates passing the aptitude and written test will be interviewed one-on-one and result of admission communicated to them
3. The written and aptitude test is waived for employees of VLSI companies who are sponsored by their employer.
4. For out station candidates RV-VLSI authorized testing centers will be designated in sixteen cities nationwide for candidates to appear for tests. For such candidates the one on one interview will be via video conferencing and/or a phone interview. For such candidates a provisional admission is granted. The CEO of the center will be the final authority to decide whether to grant admission or not for out station candidates on a case by case basis.
5. This does not apply to engineers who are pursing their BE/ME and are taking this certificate program as a partial fulfillment of meeting the degree requirements

Scheme & Duration of the course: Certificate in Embedded System Design (CESD)
Basic Curriculum + Project Work + Examination = 14 weeks

Sl No	Subject Code	Core subjects	Total No of hours		No of weeks
			Theory	Practical	
1	ADED1	Advanced C concepts	40	40	2
2	ADED2	ARM 32 bit Micro controller programming	20	20	1
3	ADED3	Linux System programming	40	40	2
4	ADED4	Linux Device driver Development	20	20	1
5	ADED5	Embedded Linux	20	20	1
6	ADED6	Python (Programming Language)	20	20	1
	ADED7	Project work		120	3
		Exam,Practicals and project viva, mock interview			3

SCHEME OF EXAMINATION

Certificate in Embedded System Design (CESD)

SCHEME OF EXAMINATION							
CURRICULUM							
Sl No	Subject Code	Subject	Duration of Exam - Hrs		Marks		
			Theory	Lab	Theory	Labs	Total
1	ADED1	Advanced C concepts	60min	180min	50	100	150
2	ADED2	ARM 32 bit Micro controller programming	60	180	50	100	150
3	ADED3	Linux System programming	60	180	50	100	150
4	ADED4	Linux Device driver Development	60	180	50	100	150
5	ADED5	Embedded Linux	60	180	50	100	150
6	ADED6	Python (Programming Language)	60	180	50	100	150
7		Project Work				300	300
Grand Total of Marks					300	900	1200

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Grading Scheme

The final mark sheet will have Grades as follows:
A+ 100% to 90%
A 89% to 80%
B 79% to 60%
C 60% to 40%
D 40% and below

Certification:
Min 75% attendance in both theory and project for grant of Certificate and transcript
If the attendance is less the Certificate is not granted only a transcript is provided
Candidate must readmit by paying a fee a makeup fee and makeup for low attendance subject to availability of seats

Refunds;
No refund of any fees once the course has commenced. If a refund is requested for a valid reason in writing a fee of Rs. 7750/- plus any taxes collected will be withheld and the balance will be returned by check. However a fee credit voucher can be requested to take up a course within a two year period. Fee is not transferable.

The candidate must provide a written declaration to this effect

Boarding and loading for Out station students

See table for details

Calendar of Training Programs or Activities covered in the MOU
Courses are conducted as per the following calendar:

Sl No	Course/Activity	Code	Batch size	Number Of Batches per Year	From - To	Duration In months	Fees (Rs.)
1.	Certificate in VLSI Design	CVLSI	50	3 + 2	Jan to April May to August Sep to Dec	6	INR 1,22,475/- before taxes, if applicable
2.	Certificate in Embedded System Design	CESD	50	3 +2	Jan to April May to August Sep to Dec	3.5	INR 54,000/- before taxes, if applicable

Accepted

Mr. S. Venkatesh Prasad for RV-VLSI.
Title: CEO
Dated 31.03.2015
Bangalore.

Accepted

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Dr. K. E. Prakash for VTU.
Title: REGISTRAR (Academics)
Dated 31.3.2015
Bangalore.

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ANNEX 2

RV-VLSI and its agents or partners will work with VTU to design, develop, implement and maintain the infrastructure of the labs at its Regional Centers in Bangalore, Mysore, Hubli and Belgaum in a phased manner to offer the programs described in Annex 1 in a phased manner.

1. The commercials for this activity will be provided at the time this activity is taken up.
2. By mentioning here by way of a reference to the MoU implies that VTU intents to use this service shortly.
3. The project will be executed after mutual discussion and agreement on the commercials.

Accepted

Mr. S. Venkatesh Prasad for RV-VLSI.

Title: CEO

Dated 31.03.2015

~~Bangalore.~~

Accepted

REGISTRAR
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Dr. K. E. Prakash for VTU.

Title: REGISTRAR (Academics)

Dated 31.3.15

~~Bangalore.~~

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K.S. Bharath Kumar, B.A., LL.B.(Hons.)
ADVOCATE

 # 101, 1st Floor, Kurubara Sangha Building,
1st Main, Gandhinagar, BANGALORE - 560 009.
Ph. : 2234 0283, Telefax : 2234 0283
Mob. : 98453 79509
E-mail : bkcoorg@gmail.com

Date: 02.02.2015

To,
The Registrar,
Visvesvaraya Technological University,
Belgaum.

Sir,

SUB: MOU – RV-VLSI-Legal Opinion

REF:- VTU/2014-15/11065, Dated 31.01.2015

I have examined the above referred MOU. The interest of the University has been fully protected in the clauses pertaining to the legal aspects incorporated in the MOU. However, the clauses pertaining to the factual aspects incorporated in the MOU may be verified by the concerned subject expert.

I am herewith forwarding my bill towards the professional charges for having scrutinized the above referred MOU.

Yours faithfully,

Dean
Ref.

MoU may be executed.

31/3/2015

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Memorandum of Understanding

This Memorandum of Understanding (MOU), effective upon the date of execution by the last party to sign is entered into by and between:

Headfirst Softwares Private Limited (TALENTSPEAR - a Unit of Headfirst), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Koramangala, Bangalore 560034 and hereinafter unless the context otherwise requires to be referred to as "**Talentspear**".

And

Visvesvaraya Technological University (having its registered office at Jnana Sangama, Belagavi, Karnataka 590018) and hereinafter, unless the context otherwise requires, be referred to as "***VTU***"

Whereas:

VTU recognizes the need to skill the youth community of VTU, to enhance their employment potential with systematic training, certificates of competency, and placement assistance and enable them to become effective contributors towards the nation's growth and development.

In an effort to bridge the gap between academia and industry and meet the talent requirement of industry, Talentspear has approached VTU with an offer to provide practical exposure for the VTU's faculty and students studying in academic institutes of VTU and its affiliated institutes to improve the talent availability across various disciplines in diverse industry sectors.

VTU has considered the offer and has decided to partner with Talentspear to recognize and conduct various Industry oriented and Job oriented talent enhancement activities and Internship opportunities.

After mutual discussions in this matter, Talentspear and VTU have ascertained areas of broad consensus and have therefore, agreed to enter in writing the areas of consensus, under this MOU.

For Headfirst Softwares Private Limited

Director

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Now, this agreement witnesses that:

1. Terms & Conditions:

Under this MOU, ***VTU*** assures ***Talentspear*** that it will work collaboratively in enabling Talentspear to perform the following:

(i) Talentspear will make available a trainer to deliver the Workshops to students at each of the four regional centers and constituent colleges (affiliated colleges, wherever necessary) of VTU. Later on for a refresher course including advanced level topics as required, will be delivered on campus or at Talentspear facility.

(ii) Talentspear intends to make available resource persons at a minimum of once a semester to conduct workshop/conference/seminar with VTU in the lead.

(iii) Talentspear proposes to facilitate the industry university interaction by connecting with Talentspear's ecosystem of business partners with a vision to build the capability relevant to industry's demand. This will lead to activities such as panel discussions, workshops, guest lectures, hackathons, etc. at central locations such as the regional centres of VTU.

(iv) Talentspear will provide an opportunity to be interviewed for internship directly, for the students who are declared winners in various hackathons/competitions.

(v) Talentspear intends to facilitate industrial visit to Talentspear's ecosystem of business partners and allow for interactions with employees who are in research or product development.

It will also be the responsibility of ***VTU*** to:

(i) VTU will nominate a Single-point-of-Contact to co-ordinate and engage with Talentspear for the initial enablement of internships & other activities.

(ii) VTU will ensure that the faculty in their respective colleges will also impart the same support to students either via curriculum or via value-added courses.

(iii) VTU will ensure that the students are invited & made fully available, for the period of workshops on dates that will be mutually agreed upon.

(iv) VTU will ensure that at least 50 student projects per college are built during the Term of this MoU on Talentspear's platform.

(v) VTU will help initiate the process of Internships and Hackathon to be included in the curriculum in UG/PG program as Labs in case it has not been included so far.

For Headfirst Softwares Private Limited

Director

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VTU and ***Talentspear*** further agree that,

(i) Both the parties shall permit their respective experts to contribute in the teaching/ training programs conducted by either organization through mutual consent.

(ii) Both the parties agree to organize the 'Hackathon' at the campuses of VTU and/or its affiliated colleges.

(iii) Both the parties agree to cooperate in the selection of students for internship and field visits with Talentspear and its ecosystem of business partners.

(iv) Both the parties shall be free to use the name and logo in promotional literature, website, marketing and advertising material related to the internships, hackathons, workshops, competitions, and faculty-student development training programs or any such activity.

(v) On completion of the internships, hackathons, workshops, competitions, and faculty-student development training programs or any such activity a certificate will be issued with logo, name and signature of both the parties on the certificate.

2. a) Training

Talentspear intends to conduct faculty development programs and student development programs on select technologies, skills and services. The faculties who have undergone Talentspear's faculty development program and who are mentoring at least 5 student projects each will be regarded as "Talentspear Mentor". They would then need to train students on their area of expertise relevant for the projects.

b) Internship and Entrepreneurship:

Talentspear intends to provide internship opportunities to students studying under VTU in different disciplines/branches. Talentspear would also provide the projects from its ecosystem of business partners as internship projects to students, where these students would be working on real-world problems and their solutions in these live projects, which could eventually become products in the industry and may be used by several people.

The internship opportunity provided by Talentspear is primarily a student-focused learning experience, where they will understand the practical applications of the theory they have studied in the university course. The internships are provided with the objective to prepare students on latest industry concepts & tools to become globally competitive. With the practical exposure they gain during internship, will enable them to get a job easily or pack them with confidence to become entrepreneurs and start their own enterprise even before they conclude their final semester. Talentspear will help them, mentor them at every stage by setting up incubation centers at VTU's Campuses, Regional Centers and its affiliated-constituent colleges and provide incubation services.

c) Hackathon:

Hackathon is a coding contest where students learn and implement (programming, coding, designing, assembling, and prototyping) for a specified time such as 12-24-36 hours on a given theme. Through Hackathons, Talentspear intends to equip engineering graduates with the practical knowledge on latest tools & trends of industry and necessary soft skills to easily secure job placements. Talentspear agrees to work with VTU and its constituent and

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Director

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affiliate colleges to launch new type of hackathons, competitions and courses on latest industry trends for students of all engineering and related disciplines.

Hackathon focuses on Immersive & Experiential Learning through real time experience of implementing. During the event students will also be enlightened by technical talks from professionals, experts and mentors about emerging technologies, Industry trends and entrepreneurial journey. Hackathon also provides hiring/recruitment opportunities.

d) Mission: Connect VTU

Students are in need of a platform to express their interests, expertise and to seek help in improvising their personality, studies, project work, recruitment & placements and many such activities. Talentspear through the "Mission: Connect VTU" wants to take up this mammoth task to build an online platform, where each and every student will have his own personal webpage and an opportunity to network with likeminded students. Every student will have the option to modify and update their respective webpages and share their respective links with anyone they find relevant to get their detailed information on the click of a button on internet.

Under this mission, Talentspear shall have the complete responsibility towards developing webpages for every student studying at VTU. Talentspear shall own and maintain the web domain and all the rights related to the website, web server, database servers, student web pages and content will lie with Talentspear.

VTU shall support this mission by providing complete student details in softcopy (preferably MS Excel or APIs) which includes student name, USN number, year and course of enrollment, college and personal contact details, phone and email of the student and all other student details which may be required to develop individual webpages for the students.

e) Application Programming Interface (API):

Talentspear offers to build a set of APIs for VTU's student database. These APIs will allow the third-party applications to access and validate student's information stored in databases at VTU in a highly secured manner. It will be similar to the APIs exposed by Government of India for 'Aadhaar' application to fetch & validate candidate's details.

After VTU incorporates these APIs, then VTU will be the first University to offer background verification services. VTU can further offer these API services as paid service. As Talentspear will be developing these API for VTU, VTU agrees to offer these services to Talentspear free of cost, perpetually.

3. Intellectual Property:

Except for the permitted use of Confidential Information, each party acknowledges that, under this MOU, a party acquires neither any intellectual or other property, including without limitation copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party and nor any right in IP from the other party.

4. Liabilities:

Neither party is liable for the intentional or negligent acts or omissions of the other. Each party shall be responsible for its intentional or negligent acts or omissions and those of its officers, employees, agents, contractors, or students (if applicable), howsoever caused, to the extent allowed by applicable law.

5. Dispute Resolution:

Both the parties shall refer any dispute arising under or in connection with this MOU, which cannot be resolved by amicable discussions to the Vice Chancellor, VTU and the Director of Talentspear, whose decision will be final and not be subject to any appeal.

For Headfirst Softwares Private Limited

Director

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6. Modification:

Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

7. Termination:

(i) This MOU will be effective from the date of signing.

(ii) The duration of MOU shall be a period of 5 years from signing date.

(iii) The MOU may be terminated by prior notice of not less than three months by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the written date below.

For Headfirst Softwares Private Limited

Director

Headfirst Softwares Private Limited
(TALENTSPEAR - a Unit of Headfirst)

Name: Mr. Sateesh Havannavar

Title : Director

Date : 12/01/2016

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Visvesvaraya Technological University
(VTU, Belagavi)

Name: Dr. K.E.Prakash

Title : Registrar

Date : 12 JAN 2016

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ANNEXURE I

APIUniversity™ Platform *(Version 1.0)*

(Part of MOU between Talentspear and VTU)

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1 Introduction

In continuation of MOU signed between VTU and Talentspear(Unit of Headfirst Softwares Private Limited). API Platforms are one of the standard and secure ways to provide easy Access and Dissemination of academic data. This allows for Student , Academia and Industry participants to securely share/access data and build interesting applications and drive innovations .

Talentspear will build an API, APIUniversity - a complete software developed over VTU data, which VTU would like to access to Talentspear for lifetime.

Detailed Technical and Non-Technical documents will be submitted after the requirement analysis at VTU.

Target Audience

The APIUniversity™ Platform is designed to serve several audiences:

- Client, Server, or Middleware vendors interested in building software for VTU.
- Application developers who need to "VTU-enable" their applications.
- Service Providers who need to implement specific authentication protocols. For example; A security company can use the APIUniversity™ Platform to implement a Third Party Background Verification that allows concerned parties to verify the 'Credentials' of VTU Students.

Acknowledgments

The authors of this specification are Mr. Sachin Shekhar R and Mr. Sateesh Havannavar from Talentspear.
We would like to acknowledge the following VTU representatives for their comments and feedback on the initial drafts of this document:

- Dr. H. Maheshappa, Vice Chancellor, VTU
- Dr. K.E.Prakash, Registrar, VTU
- Mr. Nayaz Ahmed, Fellow, VTU

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2 Objective

A primary objective of this proposal is to establish a 'secure' digital access to student, college and University data(hereafter called 'VTU data') based on API standards principle.

1. Provide VTU data for access to enable industry , academia and students to securely share/access data and build interesting applications and drive innovations.
2. Provide interaction platform tools to learners and act as a facilitator between industry experts, academia, university administrators and the students.
3. Supplement the conventional system of data sharing and bring uniformity in data made available to students overcome distance barrier and regional imbalances.
4. Explore the possibility of using the platform for administrative purposes and other activities of the VTU

3 Goals

A primary goal of this proposal is to establish a platform for allowing VTU to share VTU data and involving industry, academia and students to build/share products and service APIs ("web services" herein).

Such a platform will enable

- VTU to perform data analytics on VTU data based on best practices
- Academia to reach out and analyse VTU data.
- Organizations/Employment providers to authenticate VTU data for background verification.
- Software vendors to build awesome software for VTU data.
- Training and Skill development providers to tailor their offerings to students across various demographics

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4 Solution

Talentspear will build VTU APIUniversity™ - a complete API platform over data which VTU would like to share with students, academia and industry. The solution will follow a strict adherence to using API Source Software and deliver a Secure RESTful API in a cleanly documented data format.

4.1 API Software Stack

All software tools and libraries used will be from open source to avoid lock in with any third party vendor software licenses.

4.2 RESTful Services

1. APIs to a APIUniversityTM product or service should be primarily RESTful.

2. Briefly, this means that the API should be designed around identifiable resources which can be manipulated by a small handful of predefined actions (creation, modification, deletion).

4.3 Security

1. Services MUST require the use of HTTPS for RESTful API traffic. Services MUST NOT redirect non-secure HTTP requests to their secure HTTPS equivalents, but instead should result in a hard failure.

2. Services MUST NOT use wildcard or self-signed certificates when deployed in production.

3. Services MUST use certificates issued by widely trusted certificate authorities, exclusively, when deployed in production.

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4.4 Data Access and Data Format

VTU to provide data access to Talentspear team for data analysis, development and testing the API. Structured data resources MUST support retrieval based on JSON representations. The media type to be used in HTTP requests and responses which contain entity data in JSON format MUST be application/json, and optionally qualified with a charset=UTF-8 parameter.

5 Project Outline

5.1.1 Hardware

VTU to provide hardware for development, testing and production.

1. Development server needs to be minimum 4GB RAM and i5 intel CPU's and 50GB hard disk.
2. Production server needs to be provisioned with higher capacity after initial project study from talentspear team.
3. VTU should provide Staging server with minimum 4GB RAM and i5 intel CPU's and 50GB hard disk to test the API code

5.1.2 Software

Talentspear team will use open source software stack for building the platform.

1. Python, AngularJS will be our choice of software for development stack.
2. Ubuntu will be the choice of OS
3. Apache will be choice of Http Server
4. SSL certificates need to be provided by VTU
5. Domain / Sub Domain needs to be provisioned by VTU
6. VTU to provide access for related softwares, which are already present at VTU.

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5.2 Milestones and Reporting

5.2.1 Analysis

1. Talentspear will analyse the database and access controls for VTU data before preparing project plan and estimating the development effort.
2. Talentspear will provide technical and non technical documents after the data analysis.

5.2.2 Development

1. Talentspear platform development team will begin work after the effort estimates are accepted.
2. The development will follow an agile process with sprint marked deliveries providing a mechanism for reporting and project status updates.
3. Based on the scope of the accepted work the deliveries will be provided over several milestones.
4. The milestone planning will be taken up after initial project plan.

5.2.3 Testing

Basic test cases will be documented and executed throughout development phases. A final round of testing before acceptance will be carried out before deployment.

5.2.4 Deployment

Deployment of the platform will be the responsibility of VTU, Domain, SSL and other access will be very specific to the VTU network and infrastructure team. VTU should bear API hosting server and Certification cost.

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5.2.5 Training and Documentation

1. A walk through of the project will be provided once to VTU personnel on development of the API platform
2. Use cases will be documented by Talentspear team.

5.4. Warranty

The platform is provided as-is for licensed use by VTU only.

5.5. Support

All support requests will be considered as separate activities and outside the MOU and initial project proposal.

5.6. Pricing and Payment

1. Talentspear is offering the development of the platform as-is for VTU in lieu of being able to use its API services and data for free perpetually.
2. After the initial support any requests for new feature additions, software/API development work and related support will be considered separately at an extra cost.
3. Annual charge for maintenance of servers, certificates and data will be borne by VTU.

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6 Disclosure, Clauses and Licensing

Talentspear will be responsible for development of the API software platform and in-lieu of payment VTU will provide the lifetime access to the API and the data serving it without any restriction of usage.

APIUniversity™ will support read only operations and build restful services, only for read operations. This is to ensure the data is not comprised with write/modify/delete operations.

VTU will provide access to the database and available data at data site for talentspear team to do a detailed project study. Talentspear team will suggest the hardware and software requirement to host/deploy APIUniversity™ platform.

VTU will be responsible for providing hardware and software infrastructure required to host/scale the SAAS API platform.

VTU will be responsible for provisioning for support & maintenance of the service and also providing single point of contact at VTU for deployment of API and test the application.

For Headfirst Softwares Private Limited

Director

Headfirst Softwares Private Limited
(TALENTSPEAR - a Unit of Headfirst)

Name: Mr. Sateesh Havannavar

Title : Director

Date : 12 JAN 2016

REGISTRAR
Visvesvaraya Technological University

Visvesvaraya Technological University
(VTU, Belagavi)

Name: Dr. K.E. Prakash

Title : Registrar

Date : 12 JAN 2016

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IESA
INDIA ELECTRONICS & SEMICONDUCTOR ASSOCIATION
Taking India to ESDM Leadership

Memorandum of Understanding (MoU)

between

India Electronics & Semiconductor Association (IESA)

and

Visvesvaraya Technological University (VTU)

This Memorandum of Understanding (MOU), effective upon the date of execution by the last party to **sign** is entered into by and between the **India Electronics and Semiconductor Association (IESA),** principal place of business at Bangalore and the **Visvesvaraya Technological University (VTU), principal office at** Belgavi.

About IESA

IESA is the premier trade body representing the Indian Electronic System Design and Manufacturing ESDM industry and has represented it since 2005. It has over 250 members -both domestic and multinational enterprises. IESA is committed towards building global awareness for the Indian ESDM industry and supporting its growth through focused initiatives in developing the ecosystem. This is through publishing credible data, networking events and alliances with other international associations. IESA works closely with the Government as a knowledge partner on the sector, both at the centre and at the state level. www.iesaonline.org

Talent Core Interest group formed by IESA is focused on development of talent for ESDM/VLSI industry.

About VTU

VTU is one of the biggest Technological University in India, having 201 colleges affiliated to it with under graduate course in 28 disciplines and PG Program in 71 disciplines

Purpose

This MOU focuses on the mutually beneficial collaboration between the two parties, thus ensuring exploration and harnessing of the stated initiatives. The objective of the MOU to collaborate with VTU to enhance its education value chain by providing industry oriented programs/courses so that VTU and Talent CIG together help the ESDM sector to get the industry ready talent from VTU and its constituent colleges/institutes. In the long run, we expect the VTU and its constituent colleges/institutes to become self-sufficient to run these courses/programs.

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Taking India to ESDM Leadership

IESA Roles:

1. Provide reference curriculum for the subjects related to ESDM sector to VTU to include them in their curriculum in various programs at undergraduate and post-graduate levels.
2. Evaluate the suitability and readiness of the institute/college to roll out the programs/courses
3. Provide framework to foster outcome based education in an affordable manner.
4. Standardize the curriculum for courses/programs related to ESDM sector.
5. Enable VTU and its constituent colleges/institutes to become self-sufficient in rolling out these courses/programs in the long run Work with proven delivery partners, VTU and its members to create common standard for assessment and evaluation.
6. Enable colleges/institutes to establish connect with the industry for student placement in ESDM sector.
7. Update curriculum with industry inputs at regular intervals at least once in six months to ensure that the curriculum meets industry requirements in real time.
8. Identify the delivery partners to deliver the courses/programs to VTU colleges/institutes
9. Provide representatives from industry to validate the course curriculum and content and make representation at appropriate University forums
10. Deliver courses/programs in MOOC + physical classroom (Hybrid) model to maintain the program effectiveness
11. Validate the assessment in collaboration with delivery partners to ensure that evaluation methods assess the skills of the students that the ESDM sector needs
12. Establish industry interactions to increase the effectiveness of the courses/programs and keep them closure to industry requirements.
13. The above roles will be implemented by Talent CIG, a focused group in IESA created to make its vision and mission a reality to enable the industry to get industry ready talent.

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VTU Roles:

1. VTU formally include the Talent CIG courses/programs and makes them integral parts of the programs at undergraduate and postgraduate levels
2. VTU will provide a single point of contact to resolve technical as well as administrative issues across institutes for conducting the courses.
3. VTU will direct institutes to provide access to the trainers conducting IESA courses.
4. VTU will direct the institutes to make available the designated learning enabler to upgrade skills in line with industry need on periodic basis including the cost through their FDP.
5. Create a path for its (VTU & its constituent colleges) faculty to become self-sufficient to deliver the courses/programs
6. VTU will direct the institutes to nominate a college faculty to work with IESA designated learning enabler.
7. Communication to its constituent colleges about the inclusion of the courses/programs
8. Enable the colleges to run the programs/courses smoothly in collaboration with Talent CIG
9. The colleges/institutes that will offer the courses/programs will bear the complete expenses of the courses/programs
10. Enable technology for industry interactions
11. Provide tool and other IT infrastructure to students so that the course can be run effectively because the courses/programs involve more than 65% practice sessions.

Jurisdiction

In case of any disputes, the jurisdiction will be Bangalore, India

Signatures 3/1/15

VICE CHANCELLOR
Visvesvaraya Technological University
BELAGAVI - 18

VTU

Name: Dr. H. Maheshappa

Title : Vice Chancellor

Date : 3rd February 2015

IESA Ashok

Name : Ashok Chandak

Title : Chairman

Date : 3rd February 2015

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Government of Karnataka

INVEST KARNATAKA 2016
GLOBAL INVESTORS MEET
3rd to 5th February 2016

MEMORANDUM OF UNDERSTANDING

INVEST KARNATAKA -IK 2016

This Memorandum of Understanding is signed on 04. 02. 2016 at Bangalore Palace in Bengaluru during **"Invest Karnataka 2016."**

Between

M/s. Dassault Systems India Pvt Ltd.

And

Visvesvaraya Technological Univesity

To achieve the following objectives:

a. The Company proposes to set up a Centre of Excellence for Aerospace & Defence Industry in Karnataka.

b. Visvesvaraya Technological University, Belagavi will provide the requisite support for implementation of the above project in the State as per the applicable Government policy

For and on behalf of
Visvesvaraya Technological University

4/2/16

(AUTHORIZED SIGNATORY)

Name: Prof. H. Maheshappa, M.E, PhD
Designation: Vice Chancellor

For and on behalf of
M/s. Dassault Systems India Pvt Ltd.

(AUTHORIZED SIGNATORY)

Name: Dr. Chandan Chowdhury
Designation: Managing Director, Dassault System

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Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA96934986650645P
Certificate Issued Date	:	07-Mar-2017 03:42 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ WILSON GARDEN1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0842674754071119P
Purchased by	:	KBITS
Description of Document	:	Article 12 Bond
Description	:	TRIPET AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KBITS
Second Party	:	DASSAULT SYSTEMS INDIA PRIVATE LIMITED
Stamp Duty Paid By	:	KBITS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") has been entered into at Bangalore on this 31st day of March, 2017, in pursuance to Government order bearing no: ITD 291 ADM 2016 dated 22.02.2017 for formation of Centre for Excellence in Aerospace and Defense by entering into MoA, between :

Dassault Systemes India Pvt. Ltd.

Managing Director
Karnataka Biotechnology & Information Technology Services
Bangalore

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.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.

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AND

Visvesvaraya Technological University, a Government of Karnataka university **represented by its Authorized representative**, having its Head Office at Institution of Printing Technology Building, First floor, Palace Road Bangalore-560001 India(hereinafter referred to as "VTU", which expression shall, unless repugnant to the context thereof, include its affiliates, associates, successors, assigns) of the **SECOND PART**

AND

Dassault Systèmes India Private Limited, a Company incorporated under the Companies Act, 1956 **represented by its Authorized representative**, having its Registered Office at M-13, LGF, South Extension Part 2, New Delhi 110049 (hereinafter referred to as **"3DS"**, which expression shall, unless repugnant to the context thereof, include its affiliates, associates, successors, assigns) of the **THIRD PART**

BACKGROUND:

1. The **Party of the First Part** is an organization which helps the Department of Information Technology and Biotechnology in facilitating and promoting the Information Technology and Biotech sectors in the state. The First Party aims to build skills in emerging areas of importance such as Aerospace and Defense
2. The **Party of the Second Part** is a Government of Karnataka technical university

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under the Department of Higher Education and is responsible for creating skilled resources in various disciplines including aerospace and defense.

3. The **Party of the Third Part** is the Indian subsidiary of Dassault Systèmes S.E., which specializes in the production of 3D Solution Experiences for different industries.

4. The Aerospace and Defense industry in India is one of the fastest growing markets in the world. The Aerospace/Aviation sector is projected to be the third largest aviation market in the world by 2020 and is likely to see investments totaling USD 12 billion during 2012-2017. Similarly, the defense-manufacturing sector in India is also on the cusp of exponential growth given the focus of Government of India on indigenous manufacturing of defense equipment. It is expected that the defense-manufacturing sector alone will see investments to the tune of INR 250 billion in the next 7-8 years with the view of reducing the 60% foreign imports. Bangalore is known as the Silicon Valley of India for IT and the state of Karnataka now aspires to be an International Hub for Aerospace and Defense. However, the growth of the sectors depends heavily on the availability of industry ready engineers/professionals who can be leveraged for project deployments with minimal on the job trainings.

5. Accordingly, the Government of Karnataka vide its Government Order No. ITD 291 ADM 2016 dated 22.02.2017 is pleased to accord administrative approval for setting up Centre of Excellence in Aerospace and Defense in collaboration with Dassault Systèmes and Visvesvaraya Technological University, at an estimated project cost of Rs. 288.68 crores, out of which Rs. 203.42 crores will be towards the capital expenditure and Rs. 85.26 crores towards the operational expenditure over a period of 3 years.

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6. The project cost would be met by Government of Karnataka through KBITS, Dassault Systèmes and Visvesvaraya Technological University as detailed in Government Order No. ITD 291 ADM 2016 dated 22.02.2017 which is part of this MoA as Annexure C.
7. The objective of establishing a Centre of Excellence in Aerospace and Defense is skill development and providing industry ready manpower to a thriving Aerospace industry in Bengaluru and other aerospace hubs like Belagavi in Karnataka. The Department of IT, BT and S&T has received a proposal from 3DS to partner with the department in establishing a Center of Excellence on Aerospace and Defense (hereinafter referred to as "COE").
8. The proposed COE will increase employability of Indian engineers both in India and overseas. The proposed COE will also be a key enabler for increasing employability of engineers, enhance high-end skills of working professionals and attract investment to Karnataka through availability of talent pool specifically developed for this industry. The COE would provide high-end training and skill development for about 1,600 engineers per annum. The COE aims to enable the following:
    a. The Government of Karnataka will have access to 3DS software, best practices and training materials on the Aerospace and Defense sector for the COE.
    b. Training in academia (for skill enabling of engineering students in the colleges and universities in Karnataka)
    c. Training the trainers in academia
    d. Training working professionals from private sector
    e. Skill training and certification for students to enhance employability
    f. Research projects undertaken by research institutes
    g. Research projects in collaboration with industry

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The detailed schedule of activities along with timelines involved in establishment of the COE is detailed under Annexure E to this MOA.

For avoidance of doubt, 3DS software access and usage within COE shall only be limited to educational and training purposes and excludes any other direct or indirect usage, for any commercial purpose of KBITS, VTU and/or any third party.

9. Therefore, to give effect to the resolution of Government Order No. ITD 291 ADM 2016 dated 22.02.2017 and to formalise and specifically list the roles and responsibilities of all the three parties to this MOA is as follows :

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION A: ROLE OF THE FIRST PARTY

1. To allocate and disburse required funding for the COE, as specified in Annexure C.
2. To disburse the said funding in accordance with the timelines mutually agreed upon between the Parties as specified in Annexure C.
3. The above-mentioned funding shall be utilized for the purpose of the setup and management of the COE, including the expenses for conducting training therein.
4. To be the primary licensee of 3DS software for the COE.
5. To abide with the terms and conditions governing the 3DS Software licenses (as per TCLOSA Ref: 06063-2016 DS India).
6. To constitute a Governing Committee having representatives from all three Parties to this MOA and any other experts, for periodic review of the COE and providing advice to the CEO of the COE on the matters relating to the management of the COEas well as training outcomes ("Governing Committee").

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The Governing Committee will meet at least once in six months or as and when required.

7. To constitute an Executive Committee comprising of the COE CEO and one or more representatives from VTU and an invitee representing KBITS to the Committee to assist the CoE in formulating operational details indicating timelines, method of students selection, fee structure etc at the time of setup of the COE and also assist as and when required for the day to day management of the COE ("Executive Committee").
8. To constitute a Training Committee with representatives from 3DS, VTU and other experts, who will review and approve the curriculum and syllabus for the training courses under both Basic and Advance level courses ("Training Committee").
9. The following reports and documentation may be considered for submission prior to release of any tranche of funding:
    a. A periodic progress report (quarterly/bi-annual) that details the developments and other details relevant to the utilisation of the funds disbursed by KBITS, progress in the completion of the COE Milestones and other details relevant to the operationalisation of the COE, in the format approved by the Governing Committee.
    b. A yearly report that details the manner of utilisation of all funds disbursed by KBITS in such year in addition to any record, document, receipt, voucher and other relevant document that KBITS may request to satisfy itself of the manner of usage of the funding disbursed.
    c. The above reports will be co-signed by the representative of VTU on the Executive Committee.

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SECTION B: ROLE OF THE SECOND PARTY:

1. Shall be the host institute for the establishment of the COE and will be responsible for the management and day-to-day management of the COE, as per its guidelines.
2. Shall provide the necessary facility and infrastructure, as detailed below (and further detailed in Annexure A), for the setup of the COE:
    a. Classrooms as required for the COE;
    b. IT Hardware, in accordance with the specifications recommended for the 3DS Software;
    c. Electrical, water and Air-conditioning fittings;
    d. High speed internet and network connections across the COE labs;
    e. Administration office;
    f. Conference/ Meeting rooms;
    g. Office administrative and facility management staff (including 1 center coordinator, 2 admin staff and 2 security staff);
    h. Staff to be trained under the 'train-the-trainer' programme in the COE.
3. Will provide access to 3DS personnel to the COE premises.
4. Shall be responsible for determining the selection criteria for students who will avail training in the COE and the enrollment of such selected students.
5. Shall comply with the terms and conditions governing the 3DS Software licenses (i.e. TCLOSA Ref: 06063-2016 DS India).
6. Shall jointly certify along with the other parties the successful completion of the training course by students, based on VTU's guidelines.
7. Shall be responsible to decide on any applicable course fee structure and the collection and utilization of the same.

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SECTION C: ROLE OF THE THIRD PARTY:

1. Will provide the services specified in Annexure B (SOW), which includes providing resources for the services of the CoE, training content development and delivery at the CoE.
2. Will recommend training materials for the course, which will be reviewed and validated by the Training Committee. Such training materials shall only be accessed and utilized for the purpose of training in the COE and will be kept confidential from all third parties.
3. Shall provide 25 software packages with perpetual licenses for training and research purposes in Advance module and 60 Basic packages for usage as floating perpetual licenses.
4. Will provide relevant marketing and branding materials for use by KBITS and VTU for the COE.
5. Shall provide joint certificates along with first and second party to students upon completion of training courses

SECTION D: LICENSING & SERVICES

KBITS has issued a letter to 3DS for the procurement of software for the COE bearing Ref No. KBITS – 18 – SWC – 2016-17 dated 31st December 2016 ("KBITS Letter"), for an amount of Rs. 16.68 Crores (software Licenses + software support for first year), as agreed to vide DS Quote PO_BIN00002977 and on the terms and conditions mentioned in TCLOSA Ref: 06063-2016 DS India, annexed hereto as Annexure D. A Government order no ITD 291 ADM 2016 dated 22.02.2017, annexed hereto as Annexure C, has been issued approving the establishment of COE for Aerospace and Defense as per the 3DS Proposal at Annexure A and ratifying action taken by KBITS.

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For the sake of clarity, floating licenses (as mentioned in this MoA under Section C) are provided to permit VTU to install the 3DS software at one central server and access the same remotely from the COE. The licenses would not be construed as transferable or assignable to any other party.

3DS will provide the training services for the COE pursuant to the Statement of Work, annexed hereto as Annexure B and incorporated herein by reference.

SECTION E: MISCELLANEOUS

1. **Representations and Warranties:**

   Each Party herein individually represents and warrants that:

   a. It has the power and is duly authorised to enter into this Agreement and execute the terms listed herein.

   b. This Agreement does not contravene any existing law or obligation by which the Party is bound.

   c. It is not subject to any agreement, judgment or order that is inconsistent with or adverse to the terms and conditions of this Agreement.

2. **Indemnity and Limitation of Liability:**

   Each Party to this Agreement shall indemnify and hold harmless the counter-Parties, their officers, directors, employees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a third party claim due to the gross negligence or willful misconduct by such Party ("Claim"), provided that written notice of any such Claim is provided within 30 (thirty) days of the alleged breach and provided that the Parties have the right to participate in the defence of any such Claim at their own expense.

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VTU and 3DS shall indemnify and hold harmless the KBITS against any and all claims that may be initiated by any and all employees or staff members engaged by VTU and 3DS respectively in the implementation and operationalisation of the COE in relation to non - payment of salary dues/arrears, statutory dues, incentives, bonus and any all manner of claims that may be raised by such employees/staff members and third-parties.

No party herein will be liable for any damages, costs, expenses, or any other such manner of liability arising out of or relating to any aspect of the implementation and operation of the COE or for any damages caused where the fault is solely attributable to one or more of the counter-parties.

3. **Confidentiality:**

a. "Confidential Information" shall reference all information relating to and concerning business operations, products, applications, services and any commercial, financial and technical or non-technical detail including without limitation or exception any and all information shared regarding systems, designs, specifications, technologies, techniques, projects, planned projects, markets, supply chain specifications, customers, employees, agents, investors, investment amounts, potential investors, liabilities, loans, debt instruments issued, branding, merchandising, data analysis including revenue projections, cost summaries, pricing formulae, technical know-how and any other intellectual property, and the like, which is disclosed (a) in writing and conspicuously marked as being the Disclosing Party's Confidential Information; or (b) orally, visually or by delivery of non tangible items, which is identified as Confidential Information at the time of disclosure and confirmed and identified in

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writing within fifteen (15) days of disclosure. including the content and the existence, negotiations and communications relating to this MoA.

b. Each Party will maintain the confidentiality of all Confidential Information disclosed by either counter-Party to such Party.

c. Neither Party shall, at any time for a period of five (5) years from the date of disclosure, without the written consent of the counter-Party, divulge or permit its officers, employees, agents, advisers or contractors to divulge to any person any Confidential Information disclosed to it.

d. The obligations of confidentiality herein shall not apply to any information:

   i. Which is or becomes publicly available other than by breach of this MOA by any Party;

   ii. Which is in or comes into the possession of the concerned Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or

   iii. Which is required by Applicable Laws or appropriate regulatory authorities to be disclosed, provided, however, the Party to whom such request for disclosure is made shall make best efforts to give prior notice of at least 10 (ten) Business Days of such request to the concerned counter-Party and the Party shall restrict the disclosure of Confidential Information to the minimum required extent.

4. **No Agency:**

The Parties acknowledge that this Agreement is on a principal-to-principal basis and nothing contained in this document shall be deemed to create an association, partnership, joint venture, master/servant, principal/agent or an employer-employee relationship

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5. **Responsible Points of Contact:**

   a. **KBITS – Managing Director**

   b. **VTU – Vice chancellor**

   c. **3DS – Aerospace & Defense Industry Director**

6. **Term.** This Memorandum of Agreement shall be effective on 31st March 2017 and remain valid for a period of One (1) year, with the option to extend by two years on year on year basis by mutual consent for the software updation / license charges and faculty & training.

7. **Termination**

   Notwithstanding anything stated herein any Party herein shall have the right to terminate this MoA by providing 30 [thirty] days written notice upon the breach of the terms and conditions of this MoA by a counter-party and failure to rectify such breach within [30] days of the receipt of a notice issued by either counter-Party to such party intimating it of such breach.

   KBITS shall have the right to terminate this MoA by providing 30 [thirty] days' written notice upon the occurrence of any of the following:

   a. Failure to achieve any of the COE milestones, which is not resolved within thirty (30 days from the date of such notice.

   b. Misuse or misallocation of any funds that are disbursed by KBITS.

   c. Any internal administrative reasons or other such decision made by the Government of Karnataka that necessitates such termination or renders the Program no longer viable or non-operational.

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Effect of Termination:

Upon the termination of this MoA on account of any misuse or misappropriation of funds that are disbursed by KBITS, the Party that has misused or misappropriated such funds shall:

d. Make full payment of the released funding by KBITS to the extent to which it is misallocated or misappropriated as on the date of termination to KBITS within [30] days from the date of termination.

e. Refund to KBITS, within 7 [seven] days of termination, any and all amounts of the funding disbursed by KBITS that is unspent or unapplied as of the date of termination.

8. **Arbitration.**

All disputes arising out of or in relation to this Agreement shall be first referred to the Governing Committee for amicable settlement of the same. However if such dispute is not settled amicably within 30 [thirty] days of the referral to the Governing Committee the Parties shall resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996:

The arbitration shall be conducted by an arbitral tribunal comprising of 3 (three) arbitrators, with each party appointing 1 (one) arbitrator empanelled with the Arbitration Centre – Karnataka (Domestic and International) within [30] days from the expiry of the Conciliation Period. The 3 (three) arbitrators appointed in such manner shall, within [30] days of their appointment mutually identify and appoint the presiding arbitrator amongst themselves.

The arbitration proceedings shall be conducted in English language only and the venue for arbitration shall be at Bangalore.

The award of the arbitral tribunal shall be final and binding on the Parties.

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9. **Notices.** Unless otherwise provided herein, all notices required hereunder shall be in writing (including via email), in English, and shall be deemed to have been given on: (i) the date delivered in person or by express courier service, (ii) three (3) days after sending the notice if sent by certified or registered mail, or (iii) the date sent by confirmed facsimile, addressed to the parties at their address mentioned hereinabove, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form.

10. **Force Majeure.** Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a case of force majeure as defined by the law governing this Agreement and the courts in such jurisdiction, or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility or telecommunication outages. Force Majeure Event" shall mean any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, embargo, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to either Party or either Party's personnel.

11. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be

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modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

12. **Transfer, Assignment & Subcontract.** Neither party will assign or transfer or delegate its rights and obligations without the written consent of the other two parties. This Agreement shall be binding upon, and inure to the benefit of each party and its successors and assigns.

13. **Amendments & Non-Waiver.** No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

14. **Entire Agreement; Order of Precedence.** This Agreement along with the annexures hereto comprises the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. If there is a discrepancy, inconsistency or contradiction between this MOA and the SOW, the provisions of the SOW shall prevail in respect of any conflict with respect to operational and procedural measures, with the MoA prevailing in respect of the enforcement and interpretation of any substantive legal right.

15. **Governing law and jurisdiction.** This MOA shall be governed by the laws of India and the Courts at Bangalore shall have jurisdiction over all matters arising herefrom.

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Bangalore

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Visvesvaraya Technological University
BELAGAVI.

REGISTRAR
Visvesvaraya Technological University
BELAGAVI 25 NOV 2020

Signed at Department of IT, BT and S & T, 6th Floor, 5th Stage, MS Building, on 31st this day of March 2017.

For and on behalf of

Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore

Karnataka Biotechnology and Information Technology Services
Government of Karnataka
Managing Director

REGISTRAR
Visvesvaraya Technological University
BELAGAVI

For and on behalf of
Visvesvaraya Technological University
Registrar

Dassault Systèmes India Pvt. Ltd.

For and on behalf of
Dassault Systèmes India Private Limited
Mr. Samson Khaou
Managing Director

REGISTRAR
Visvesvaraya Technological University
BELAGAVI.
25 NOV 2020

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA96934986650645P
Certificate Issued Date	:	07-Mar-2017 03:42 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ WILSON GARDEN1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0842674754071119P
Purchased by	:	KBITS
Description of Document	:	Article 12 Bond
Description	:	TRIPET AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KBITS
Second Party	:	DASSAULT SYSTEMS INDIA PRIVATE LIMITED
Stamp Duty Paid By	:	KBITS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

SHUSHRUTI SOUHARDA SAHAKARA BANK NIYAMITA * B'LORE-91 *

Please write or type below this line

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**MOA**") has been entered into at Bangalore on this 31st day of March, 2017, in pursuance to Government order bearing no: ITD 291 ADM 2016 dated 22.02.2017 for formation of Centre for Excellence in Aerospace and Defense by entering into MoA, between :

Dassault Systemes India Pvt. Ltd.

Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore

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Visvesvaraya Technological University
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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 Authority

Karnataka Biotechnology and Information Technology Services a nodal agency of Government of Karnataka represented by its Authorized representative, having its office at BMTC- Central Offices Building TTMC 'B' Block, 4th Floor, Double Road, NGO Colony, Wilson Garden, Bengaluru, Karnataka 560027 (hereinafter referred to as **"KBITS"**, which expression shall unless repugnant to the context thereof, include its successors and assigns), of the **FIRST PART**

AND

Visvesvaraya Technological University, a Government of Karnataka university **represented by its Authorized representative**, having its Head Office at Institution of Printing Technology Building, First floor, Palace Road Bangalore-560001 India(hereinafter referred to as **"VTU"**, which expression shall, unless repugnant to the context thereof, include its affiliates, associates, successors, assigns) of the **SECOND PART**

AND

Dassault Systèmes India Private Limited, a Company incorporated under the Companies Act, 1956 **represented by its Authorized representative**, having its Registered Office at M-13, LGF, South Extension Part 2, New Delhi 110049 (hereinafter referred to as **"3DS"**, which expression shall, unless repugnant to the context thereof, include its affiliates, associates, successors, assigns) of the **THIRD PART**

BACKGROUND:

1. The **Party of the First Part** is an organization which helps the Department of Information Technology and Biotechnology in facilitating and promoting the Information Technology and Biotech sectors in the state. The First Party aims to build skills in emerging areas of importance such as Aerospace and Defense
2. The **Party of the Second Part** is a Government of Karnataka technical university

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under the Department of Higher Education and is responsible for creating skilled resources in various disciplines including aerospace and defense.

3. The **Party of the Third Part** is the Indian subsidiary of Dassault Systèmes S.E., which specializes in the production of 3D Solution Experiences for different industries.

4. The Aerospace and Defense industry in India is one of the fastest growing markets in the world. The Aerospace/Aviation sector is projected to be the third largest aviation market in the world by 2020 and is likely to see investments totaling USD 12 billion during 2012-2017. Similarly, the defense-manufacturing sector in India is also on the cusp of exponential growth given the focus of Government of India on indigenous manufacturing of defense equipment. It is expected that the defense-manufacturing sector alone will see investments to the tune of INR 250 billion in the next 7-8 years with the view of reducing the 60% foreign imports. Bangalore is known as the Silicon Valley of India for IT and the state of Karnataka now aspires to be an International Hub for Aerospace and Defense. However, the growth of the sectors depends heavily on the availability of industry ready engineers/professionals who can be leveraged for project deployments with minimal on the job trainings.

5. Accordingly, the Government of Karnataka vide its Government Order No. ITD 291 ADM 2016 dated 22.02.2017 is pleased to accord administrative approval for setting up Centre of Excellence in Aerospace and Defense in collaboration with Dassault Systèmes and Visvesvaraya Technological University, at an estimated project cost of Rs. 288.68 crores, out of which Rs. 203.42 crores will be towards the capital expenditure and Rs. 85.26 crores towards the operational expenditure over a period of 3 years.

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6. The project cost would be met by Government of Karnataka through KBITS, Dassault Systèmes and Visvesvaraya Technological University as detailed in Government Order No. ITD 291 ADM 2016 dated 22.02.2017 which is part of this MoA as Annexure C.
7. The objective of establishing a Centre of Excellence in Aerospace and Defense is skill development and providing industry ready manpower to a thriving Aerospace industry in Bengaluru and other aerospace hubs like Belagavi in Karnataka. The Department of IT, BT and S&T has received a proposal from 3DS to partner with the department in establishing a Center of Excellence on Aerospace and Defense (hereinafter referred to as "COE").
8. The proposed COE will increase employability of Indian engineers both in India and overseas. The proposed COE will also be a key enabler for increasing employability of engineers, enhance high-end skills of working professionals and attract investment to Karnataka through availability of talent pool specifically developed for this industry. The COE would provide high-end training and skill development for about 1,600 engineers per annum. The COE aims to enable the following:
    a. The Government of Karnataka will have access to 3DS software, best practices and training materials on the Aerospace and Defense sector for the COE.
    b. Training in academia (for skill enabling of engineering students in the colleges and universities in Karnataka)
    c. Training the trainers in academia
    d. Training working professionals from private sector
    e. Skill training and certification for students to enhance employability
    f. Research projects undertaken by research institutes
    g. Research projects in collaboration with industry

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The detailed schedule of activities along with timelines involved in establishment of the COE is detailed under Annexure E to this MOA.

For avoidance of doubt, 3DS software access and usage within COE shall only be limited to educational and training purposes and excludes any other direct or indirect usage, for any commercial purpose of KBITS, VTU and/or any third party.

9. Therefore, to give effect to the resolution of Government Order No. ITD 291 ADM 2016 dated 22.02.2017 and to formalise and specifically list the roles and responsibilities of all the three parties to this MOA is as follows :

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION A: ROLE OF THE FIRST PARTY

1. To allocate and disburse required funding for the COE, as specified in Annexure C.
2. To disburse the said funding in accordance with the timelines mutually agreed upon between the Parties as specified in Annexure C.
3. The above-mentioned funding shall be utilized for the purpose of the setup and management of the COE, including the expenses for conducting training therein.
4. To be the primary licensee of 3DS software for the COE.
5. To abide with the terms and conditions governing the 3DS Software licenses (as per TCLOSA Ref: 06063-2016 DS India).
6. To constitute a Governing Committee having representatives from all three Parties to this MOA and any other experts, for periodic review of the COE and providing advice to the CEO of the COE on the matters relating to the management of the COEas well as training outcomes ("Governing Committee").

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The Governing Committee will meet at least once in six months or as and when required.

7. To constitute an Executive Committee comprising of the COE CEO and one or more representatives from VTU and an invitee representing KBITS to the Committee to assist the CoE in formulating operational details indicating timelines, method of students selection, fee structure etc at the time of setup of the COE and also assist as and when required for the day to day management of the COE ("Executive Committee").
8. To constitute a Training Committee with representatives from 3DS, VTU and other experts, who will review and approve the curriculum and syllabus for the training courses under both Basic and Advance level courses ("Training Committee").
9. The following reports and documentation may be considered for submission prior to release of any tranche of funding:
    a. A periodic progress report (quarterly/bi-annual) that details the developments and other details relevant to the utilisation of the funds disbursed by KBITS, progress in the completion of the COE Milestones and other details relevant to the operationalisation of the COE, in the format approved by the Governing Committee.
    b. A yearly report that details the manner of utilisation of all funds disbursed by KBITS in such year in addition to any record, document, receipt, voucher and other relevant document that KBITS may request to satisfy itself of the manner of usage of the funding disbursed.
    c. The above reports will be co-signed by the representative of VTU on the Executive Committee.

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SECTION B: ROLE OF THE SECOND PARTY:

1. Shall be the host institute for the establishment of the COE and will be responsible for the management and day-to-day management of the COE, as per its guidelines.
2. Shall provide the necessary facility and infrastructure, as detailed below (and further detailed in Annexure A), for the setup of the COE:
    a. Classrooms as required for the COE;
    b. IT Hardware, in accordance with the specifications recommended for the 3DS Software;
    c. Electrical, water and Air-conditioning fittings;
    d. High speed internet and network connections across the COE labs;
    e. Administration office;
    f. Conference/ Meeting rooms;
    g. Office administrative and facility management staff (including 1 center coordinator, 2 admin staff and 2 security staff);
    h. Staff to be trained under the 'train-the-trainer' programme in the COE.
3. Will provide access to 3DS personnel to the COE premises.
4. Shall be responsible for determining the selection criteria for students who will avail training in the COE and the enrollment of such selected students.
5. Shall comply with the terms and conditions governing the 3DS Software licenses (i.e. TCLOSA Ref: 06063-2016 DS India).
6. Shall jointly certify along with the other parties the successful completion of the training course by students, based on VTU's guidelines.
7. Shall be responsible to decide on any applicable course fee structure and the collection and utilization of the same.

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SECTION C: ROLE OF THE THIRD PARTY:

1. Will provide the services specified in Annexure B (SOW), which includes providing resources for the services of the CoE, training content development and delivery at the CoE.
2. Will recommend training materials for the course, which will be reviewed and validated by the Training Committee. Such training materials shall only be accessed and utilized for the purpose of training in the COE and will be kept confidential from all third parties.
3. Shall provide 25 software packages with perpetual licenses for training and research purposes in Advance module and 60 Basic packages for usage as floating perpetual licenses.
4. Will provide relevant marketing and branding materials for use by KBITS and VTU for the COE.
5. Shall provide joint certificates along with first and second party to students upon completion of training courses

SECTION D: LICENSING & SERVICES

KBITS has issued a letter to 3DS for the procurement of software for the COE bearing Ref No. KBITS – 18 – SWC – 2016-17 dated 31st December 2016 ("KBITS Letter"), for an amount of Rs. 16.68 Crores (software Licenses + software support for first year), as agreed to vide DS Quote PO_BIN00002977 and on the terms and conditions mentioned in TCLOSA Ref: 06063-2016 DS India, annexed hereto as Annexure D. A Government order no ITD 291 ADM 2016 dated 22.02.2017, annexed hereto as Annexure C, has been issued approving the establishment of COE for Aerospace and Defense as per the 3DS Proposal at Annexure A and ratifying action taken by KBITS.

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For the sake of clarity, floating licenses (as mentioned in this MoA under Section C) are provided to permit VTU to install the 3DS software at one central server and access the same remotely from the COE. The licenses would not be construed as transferable or assignable to any other party.

3DS will provide the training services for the COE pursuant to the Statement of Work, annexed hereto as Annexure B and incorporated herein by reference.

SECTION E: MISCELLANEOUS

1. **Representations and Warranties:**

Each Party herein individually represents and warrants that:

a. It has the power and is duly authorised to enter into this Agreement and execute the terms listed herein.

b. This Agreement does not contravene any existing law or obligation by which the Party is bound.

c. It is not subject to any agreement, judgment or order that is inconsistent with or adverse to the terms and conditions of this Agreement.

2. **Indemnity and Limitation of Liability:**

Each Party to this Agreement shall indemnify and hold harmless the counter-Parties, their officers, directors, employees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a third party claim due to the gross negligence or willful misconduct by such Party ("Claim"), provided that written notice of any such Claim is provided within 30 (thirty) days of the alleged breach and provided that the Parties have the right to participate in the defence of any such Claim at their own expense.

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VTU and 3DS shall indemnify and hold harmless the KBITS against any and all claims that may be initiated by any and all employees or staff members engaged by VTU and 3DS respectively in the implementation and operationalisation of the COE in relation to non - payment of salary dues/arrears, statutory dues, incentives, bonus and any all manner of claims that may be raised by such employees/staff members and third-parties.

No party herein will be liable for any damages, costs, expenses, or any other such manner of liability arising out of or relating to any aspect of the implementation and operation of the COE or for any damages caused where the fault is solely attributable to one or more of the counter-parties.

3. **Confidentiality:**

a. "Confidential Information" shall reference all information relating to and concerning business operations, products, applications, services and any commercial, financial and technical or non-technical detail including without limitation or exception any and all information shared regarding systems, designs, specifications, technologies, techniques, projects, planned projects, markets, supply chain specifications, customers, employees, agents, investors, investment amounts, potential investors, liabilities, loans, debt instruments issued, branding, merchandising, data analysis including revenue projections, cost summaries, pricing formulae, technical know-how and any other intellectual property, and the like, which is disclosed (a) in writing and conspicuously marked as being the Disclosing Party's Confidential Information; or (b) orally, visually or by delivery of non tangible items, which is identified as Confidential Information at the time of disclosure and confirmed and identified in

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writing within fifteen (15) days of disclosure. including the content and the existence, negotiations and communications relating to this MoA.

b. Each Party will maintain the confidentiality of all Confidential Information disclosed by either counter-Party to such Party.

c. Neither Party shall, at any time for a period of five (5) years from the date of disclosure, without the written consent of the counter-Party, divulge or permit its officers, employees, agents, advisers or contractors to divulge to any person any Confidential Information disclosed to it.

d. The obligations of confidentiality herein shall not apply to any information:

   i. Which is or becomes publicly available other than by breach of this MOA by any Party;

   ii. Which is in or comes into the possession of the concerned Party prior to the date of execution hereof and which was not or is not obtained under any obligation of confidentiality; or

   iii. Which is required by Applicable Laws or appropriate regulatory authorities to be disclosed, provided, however, the Party to whom such request for disclosure is made shall make best efforts to give prior notice of at least 10 (ten) Business Days of such request to the concerned counter-Party and the Party shall restrict the disclosure of Confidential Information to the minimum required extent.

4. **No Agency:**

The Parties acknowledge that this Agreement is on a principal-to-principal basis and nothing contained in this document shall be deemed to create an association, partnership, joint venture, master/servant, principal/agent or an employer-employee relationship

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5. **Responsible Points of Contact:**

   a. **KBITS – Managing Director**

   b. **VTU – Vice chancellor**

   c. **3DS – Aerospace & Defense Industry Director**

6. **Term.** This Memorandum of Agreement shall be effective on 31st March 2017 and remain valid for a period of One (1) year, with the option to extend by two years on year on year basis by mutual consent for the software updation / license charges and faculty & training.

7. **Termination**

   Notwithstanding anything stated herein any Party herein shall have the right to terminate this MoA by providing 30 [thirty] days written notice upon the breach of the terms and conditions of this MoA by a counter-party and failure to rectify such breach within [30] days of the receipt of a notice issued by either counter-Party to such party intimating it of such breach.

   KBITS shall have the right to terminate this MoA by providing 30 [thirty] days' written notice upon the occurrence of any of the following:

   a. Failure to achieve any of the COE milestones, which is not resolved within thirty (30 days from the date of such notice.

   b. Misuse or misallocation of any funds that are disbursed by KBITS.

   c. Any internal administrative reasons or other such decision made by the Government of Karnataka that necessitates such termination or renders the Program no longer viable or non-operational.

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Effect of Termination:

Upon the termination of this MoA on account of any misuse or misappropriation of funds that are disbursed by KBITS, the Party that has misused or misappropriated such funds shall:

d. Make full payment of the released funding by KBITS to the extent to which it is misallocated or misappropriated as on the date of termination to KBITS within [30] days from the date of termination.

e. Refund to KBITS, within 7 [seven] days of termination, any and all amounts of the funding disbursed by KBITS that is unspent or unapplied as of the date of termination.

8. **Arbitration.**

All disputes arising out of or in relation to this Agreement shall be first referred to the Governing Committee for amicable settlement of the same. However if such dispute is not settled amicably within 30 [thirty] days of the referral to the Governing Committee the Parties shall resolve the dispute by means of arbitration pursuant to the Arbitration and Conciliation Act, 1996:

The arbitration shall be conducted by an arbitral tribunal comprising of 3 (three) arbitrators, with each party appointing 1 (one) arbitrator empanelled with the Arbitration Centre – Karnataka (Domestic and International) within [30] days from the expiry of the Conciliation Period. The 3 (three) arbitrators appointed in such manner shall, within [30] days of their appointment mutually identify and appoint the presiding arbitrator amongst themselves.

The arbitration proceedings shall be conducted in English language only and the venue for arbitration shall be at Bangalore.

The award of the arbitral tribunal shall be final and binding on the Parties.

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Managing Director
Karnataka Biotechnology & Technology Services

9. **Notices**. Unless otherwise provided herein, all notices required hereunder shall be in writing (including via email), in English, and shall be deemed to have been given on: (i) the date delivered in person or by express courier service, (ii) three (3) days after sending the notice if sent by certified or registered mail, or (iii) the date sent by confirmed facsimile, addressed to the parties at their address mentioned hereinabove, or at such other address as either party may designate to the other by notice served as hereby required, or contained in the relevant order form.

10. **Force Majeure**. Neither party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from (i) a case of force majeure as defined by the law governing this Agreement and the courts in such jurisdiction, or (ii) the following causes: strikes (whether previously announced or not), war (declared or not), riots, governmental action, acts of terrorism, acts of God (fire, flood, earthquake, etc.), or any electrical, utility or telecommunication outages. Force Majeure Event" shall mean any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, embargo, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to either Party or either Party's personnel.

11. **Severability**. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect, and the affected provision will be

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modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

12. **Transfer, Assignment & Subcontract.** Neither party will assign or transfer or delegate its rights and obligations without the written consent of the other two parties. This Agreement shall be binding upon, and inure to the benefit of each party and its successors and assigns.

13. **Amendments & Non-Waiver.** No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made by written amendment signed by both parties. A party's failure at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce that or any other provision.

14. **Entire Agreement; Order of Precedence.** This Agreement along with the annexures hereto comprises the complete agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders and communications, whether oral or written. If there is a discrepancy, inconsistency or contradiction between this MOA and the SOW, the provisions of the SOW shall prevail in respect of any conflict with respect to operational and procedural measures, with the MoA prevailing in respect of the enforcement and interpretation of any substantive legal right.

15. **Governing law and jurisdiction.** This MOA shall be governed by the laws of India and the Courts at Bangalore shall have jurisdiction over all matters arising herefrom.

Centre for Excellence in Aerospace & Defense

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Managing Director
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25 NOV 2020

Signed at Department of IT, BT and S & T, 6th Floor, 5th Stage, MS Building, on 31st this day of March 2017.

For and on behalf of

Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore

Karnataka Biotechnology and Information Technology Services
Government of Karnataka
Managing Director

For and on behalf of
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