



MOU
TEXAS INSTRUMENTS INNOVATION LAB

This **TEXAS INSTRUMENTS INNOVATION LAB** ("TI Innovation Lab") is made on 05th day of July- 2017, by and between:

Sathyabama University Rajiv Gandhi Salai, Jeppiaar Nagar, Chennai,
Tamil Nadu 600119 (hereinafter referred as "**SU**").

AND

Texas Instruments (India) authorized Partner **Digital Shark Technology Private Limited**, Bangalore is a company incorporated under Companies Act, 2013, and having its registered office at #51, 8th Cross Mahalakshmi Layout Bangalore-560086 (hereinafter referred as "**DST**"):

SU and DST shall be hereinafter be collectively referred to as "**Parties**" and individually as "**Party**"

WHEREAS

A. **SU** is committed to impart high quality education to its students and also foster advancement of education in different engineering and scientific disciplines. It also has embarked on Industrial research and development to support industries with new and alternate technologies and design solutions

B. **Digital Shark Technology Pvt Ltd**, Bangalore is Texas Instruments (India) University Program Partner.

TI University Program is a global program dedicated to support educators, researchers and students in facilitating the inclusion of TI analog and embedded processing in engineering classrooms, teaching and research labs, textbooks, design projects and course curriculum.

C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MOU.



**NOW THEREFORE THE PARTIES SET FORTH THEIR
PRELIMINARY UNDERSTANDING AS FOLLOWS:**

1. Scope

The scope of this MOU is to provide a framework of reference to build a strong and on-going relationship between SU and DST in various areas of mutual interest and benefit.

The primary goals are:

- Conducting Workshops/ Events: One Workshop for two days For students and 5 Faculty members are conducted in the field of Analog Integrated circuits Design or TI Microcontroller or IOT for the benefit of the students.
Co-ordination

2. Co-ordination

SU and DST will establish a “Core Consulting Team”. Both the Parties shall ensure that the “Core Consulting Team” comprises of appropriate personnel to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.

SU shall be represented by its Head of Department; Department of Electrical & Electronics Engineering with designated members from SU as and when necessary;

DST shall be represented by Product Manager, TI University program Team along with other designated members from DST as and when necessary;

The Parties hereby acknowledge and agree that “Core Consulting Team” will meet at least once in three months (every quarter) to ensure successful implementation of all measures mutually



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agreed to in the areas mentioned in this Document. Date can be agreed mutually.

3. Responsibilities of SU.

- a. To provide name of staff members who will be using facilities of **DST** in advance.
- b. To provide active technical team working on Micro controller lab at any given point of time. Different Technical team members would need necessary experience on Embedded in order to provide comprehensive Micro controller lab.
- c. Maintain key S/W and hardware from the vendors concerned.
- d. Utilize the expertise of **DST** engineers in Industry.
- e. If required **DST** consulting engineer to visit college for consulting purpose, **SU** can provide local logistic arrangement for **DST**'s engineer for a reasonable and mutually agreed period to carry out consulting activity at **SU**.

4. Responsibilities of **DST**

- a. To provide industry experts to support and conduct consulting activity for Micro controller lab.
- b. To train **SU** engineers on best industry practices and develop competency free of cost at **SU** premises.
- c. Provide **SU** with industry connect to bring in more consulting opportunities
- d. To work closely with vendor to provide recommendation for latest and optimized versions of S/W hardware to be procured by **SU**. It is understood **SU** already has latest versions of the tools and Hardware
- e. To provide **SU** students for online contest with "e" certificate at free of cost.
- f. To provide **SU** students for internship training.
- g. To support **SU** for conducting technical training program.



5. Joint responsibilities of SU and DST

SU and DST jointly agree:

- To closely work together to bring Workshop/Training opportunities for Students. One workshop of two days in One year will be supported by DST, travel and accommodation of the trainers will be taken care by college.
- To enter into a separate non-Disclosure agreement to safeguard and protect each other's data and secrets

6. Responsibilities of SU

Sl. No	TEXAS INSTRUMENTS LAB	Description	Qty	Unit Price	Total price
1	IoT Application Lab	MSP – EXP 430 F5529LP	10.00	2100.00	21000.00
		TIVA Launch pad EK-TM4C123GXL	10.00	2410.00	24100.00
		Sensor Hub Booster Pack	05.00	9100.00	45500.00
		Wi-Fi® Booster Pack CC3100	10.00	3780.00	37800.00
		CC3200 Simple Link Wi-Fi Launch Pad	10.00	5896.00	58960.00
		CC2650 Sensor Tag	10.00	4850.00	48500.00
		TM4C129E Crypto Connected IoT Gateway Launch Pad	10.00	5315.00	53150.00
	One free workshop of two days			Sub Total	289010.00
				VAT@5.5	15895.55
				Total	304905.00



7. Terms and Conditions

100% advance payment. Payment can be made by Cheque / TT.
Cheque should be addressed to "Digital Shark Technology Pvt Ltd"

or account details are shown below

Account Name: Digital Shark Technology Pvt Ltd

Account No: 015683800002946

IFSC NO: YESB0000156

Bank Name: Yes Bank

Warranty: 1 Year

8. Confidentiality

Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MOU or any information obtained by either Party in performance of or in connection with this MOU. The Parties agree to take all reasonable measures to maintain the confidentiality of all such Confidential Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

The obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MOU

9. Commercials

The commercials for each consulting opportunity will be discussed and agreed upon by both parties on a case to case basis.

10. Intellectual Property Rights:

This policy assures that the intellectual property arising from the research conducted as a part of this agreement is used in the best interest of both parties.



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SU will give the right of first refusal for the Foreground Intellectual Property developed via this MOU to **DST**. In case **DST** is not interested in acquiring this IP, SU would be free to use the IP as deemed fit by SU.

SU, its employees and the researchers are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **DST**.

Both Parties shall retain their respective rights with respect to any equipment's, methodologies, tools and technologies provided hereunder for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

11. Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATEVER AND HOWEVER CAUSED WHETHER ARISING UNDER STATUTE, CONTRACT AND TORT OR OTHERWISE THIS MOU

12. Arbitration

12.1. In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.



13. Governing Law and Jurisdiction.

13.1. This MOU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.

14. Non Solicitation

14.1. SU shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of DST, who is involved in the performance of its obligations under this MOU.

15. Binding

15.1. This MOU shall be binding on the Parties.

15.2. The Parties hereby acknowledges that this MOU is confined to the general terms agreed between the Parties for mutual co-operation.

16. Entire Understanding

This MOU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written

For

Digital Shark Technology
Private Limited

Sathyabama University

Signature

Name :Kishore M

Title :Director , Sales
Date : 5th July, 2017



Signature.....

Name: Dr.Mariazeena Johnson

Title : Pro Chancellor, Sathyabama University
Date : 5th July, 2017

PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jepplaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.