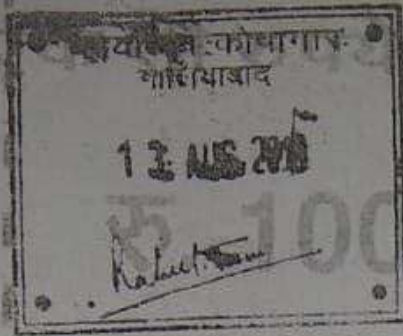




Rs. 100
ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

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EG 504253

This Stamp Paper forms part of the MOU # CW2221807 dated 18th January, 2019 executed between

HCL Technologies Limited

And

Sathyabama Institute of Science & Technology.



MEMORANDUM OF UNDERSTANDING
BETWEEN
SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY, CHENNAI
AND
HCL TECHNOLOGIES LTD

This Memorandum of Understanding (MoU) is made and entered into 18 day of January 2019 between **Sathyabama Institute of Science & Technology, Chennai** a statutory body functioning at its premises at Jeppiaar nagar, Rajiv Gandhi Salai, Chennai - 600100, Tamil Nadu represented by the Dean, duly authorized by the xxx, Sathyabama Institute of Science & Technology, Chennai (hereinafter called the "Institute" which expression shall where the context so admits includes its successors in interests and permitted assigns) of the one part.

and

HCL Technologies Ltd, a public limited company incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place New Delhi and represented by its authorized signatory (hereinafter called "Company" which expression include its successors in interest, permitted assignees, subsidiaries and affiliates).

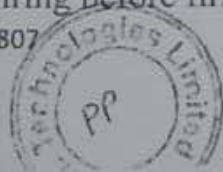
1. OBJECTIVE AND BACKGROUND OF THE MOU

Whereas the Company is in the business of Information Technology Service provider and Institute is an academic institution, which is also involved in sponsored research and collaboration activities.

The Company and Institute have agreed to work together in mutually beneficial research projects as outlined below. The objective of this Memorandum of Understanding is:

- a) To promote interaction between Company and Institute in mutually beneficial areas that include providing Embedded and Imaging Technology training to students of Institute
- b) Provide premium or first campus recruitment slot to the Company to recruit such trained students. The Institute will ensure that HCL will get the first slot for recruiting the HCL trained students (Provided HCL should visit the Institute for the hiring before first day of the recruitment drive conducted by the Institute,

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and that such HCL trained students shall not be allowed to appear in campus interview for other companies, though a few such students may appear for interviews with other companies who offer a minimum of 2 lakhs per annum more than what is offered by HCL. If any of the HCL trained students are not offered by HCL during a particular recruitment drive, then such HCL trained students can appear for interviews conducted by other companies.

To provide a formal basis for initiating interaction between Institute and Company.

2. PROPOSED MODES OF COLLABORATION

Institute and Company propose to collaborate through many modes including but not limited to below.

- a) Supporting R&D projects which may be carried out wholly at Institute or at premises of Company or partly at Institute and partly at Company
- b) Training of Institute students through Classroom and Lab training conducted by Company personnel in areas of interest to Company's set out in Annexure 1 to this MOU.
- c) Sponsoring job opportunities for the students who successfully complete the training and get selected in the Interview. The eligible criteria for employment will be as per norms of the Company.
- d) Any other appropriate mode of interaction agreed upon between Institute and Company.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The Parties agree to jointly work on various Research and Development projects which may be carried out wholly at Institute or at premises of Company or partly at Institute and partly at Company.

The performance of research shall be carried out either individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results, at the facilities supported / sponsored by either Party, or with one or more third parties.

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The Parties shall execute a separate Research Agreement for respective research projects and each such Research Agreement read with this MOU shall constitute an independent Agreement and shall cover clauses specific to the research work. In case of any contradiction between similar clauses in both this MOU and the Research Agreement, the provisions of the MOU shall prevail.

The Parties shall take steps to file patent applications in India in the joint names of Company and Institute after specifying the names of Inventors and shall jointly share the costs and expenses for the filing, maintenance and protection of patents.

The Parties may file Intellectual Property protection for the Technology in other geographical areas in mutual agreement. The costs and expenses of filing, maintenance and protection shall be jointly shared in proportion to the ownership as stated above.

The parties shall jointly initiate action for filing of action against infringement, unless urgent action is required for protection of IP.

The Parties will take necessary steps to prevent unauthorized usage and provide inputs on infringement, or other unauthorized use/abuse in India or abroad of the said technologies and take any legal action in consultation with each other. Any benefits and all costs in connection with the legal action shall be shared equally between the parties after deduction of costs.

The Parties shall take best efforts

- (i) To take actions to enhance the market value of the IPs,
- (ii) To take actions, to create, generate an interest and/or desire to buy or license the IPR,
- (iii) Identify potential licensees, customer and/or joint development partner
- (iv) To take steps to enable the parties to negotiate the best terms and to make a sale or enter into a license deals with any third party and enter into a tripartite agreement with such third party, Company and Institute,
- (v) To deal with the third party in order to negotiate the sale, license or transfer process, in order to enable all the parties to enter into agreement with IP brokers for licensing or sale, or transfer of the IPs locally or globally.



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The Parties will mutually agree the monetization plans on each patent after the grant of the patents on a case to case basis. However, the expenditures towards filing of Patent(s) application will be shared in equal proportion.

4. PERFORMANCE OF SERVICES:

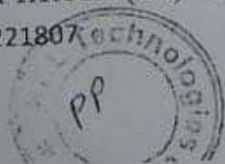
For the purposes of this Agreement, the Parties make the following representations and warranties:

- a. The Parties hold all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the laws prevalent from time to time, for the performance and delivery of the Services under this Agreement. The parties shall ensure that all such permissions, authorizations, approvals and consents, licenses and registrations, where required to be renewed, shall be kept valid and subsisting throughout the period of the Agreement.
- b. All information or data furnished by either party or obtained from either party or developed under this Agreement shall be treated as Confidential and protected by the other Party to prevent disclosure to any persons other than those authorized by the disclosing party.
- c. Institute and Company respectively possess the necessary expertise, know-how, technology, resources, and infrastructure along with enabling rights and both parties will continue to possess all the Intellectual Property rights over its background Intellectual Property (IP), to enable the parties to pursue the transactions contemplated under this Agreement.
- d. parties agree that the monetization benefits under this Agreement shall be shared equally by both Parties after deduction of costs such as taxes, IP maintenance and protection costs (in mutually agreed upon jurisdiction), and patent filing expenses. The Parties shall open a joint bank account to manage the benefits and costs associated with the monetization efforts.

5. CONFIDENTIALITY

- a) The parties anticipate that it may be necessary to provide access to confidential and / or Confidential Information to each other pursuant to this ("Confidential Information") MOU. Confidential Information shall be clearly identified or labelled as such by the disclosing party at the time of disclosure. In the event oral disclosure of Confidential Information, the same shall be reduced to writing within fifteen (15) days' time.

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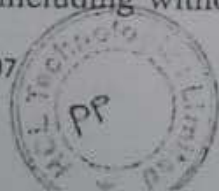
- b) The receiving party agrees that it will protect the confidentiality of the disclosure party's Confidential Information in the same manner as it protects its own Confidential Information of like kind. The receiving party shall advise the Disclosing party immediately (within 24hrs) in writing in the event of the Receiving party becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by the Receiving Party and provide assistance to Disclosing Party to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information. Disclosures of Confidential Information shall be restricted to those subsidiaries, employees and consultants who have a need to know and who have signed a confidentiality agreement that has conditions no less restricting than those of the present Agreement. The parties shall return all Confidential Information of the disclosing party upon the earlier of a request by the disclosing party or upon termination of this MoU. Unless otherwise a greater term is agreed by the parties the provisions of this Article shall survive termination of this MoU for a period of three (3) years from disclosure of Confidential Information.
- c) The Obligation of this confidentiality shall not apply under the following circumstances, provided the same is proven by the Receiving Party with contemporaneous written records:
- i. The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving the Party.
 - ii. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MoU.
 - iii. The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful rights to disclose such information.
 - iv. The Confidential Information needs to be disclosed under law.

The parties agree to enter into specific confidentiality clauses in respect of each research program.

5. No Warranty

Neither party makes any warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of

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the Collaboration or any invention(s), whether tangible or intangible, conceived, discovered, or developed under this MoU or the ownership, merchantability or fitness for a particular purpose of the Collaboration or any such invention.

6. Term

This MoU shall commence on the date of its signing and shall remain in effect for a period of three years. This MoU may be renewed for further period subject to mutual consent. Either Party may terminate this MoU immediately if other Party commits breach and fails to remedy the same within 30 days of receiving notice.

Either Party may terminate this MoU for convenience by giving 30 days' notice. However, termination of this MoU shall have no bearing on the active Research Agreement/s which shall continue unabated unless otherwise specifically agreed in terms thereof.

The termination rights apropos the Research Agreement/s shall be concluded therein.

7. Governing law

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration held as per the Arbitration and Conciliation Act 1996 as amended, through a panel of three arbitrators. The language of the arbitration shall be English and the place of arbitration shall be Chennai.

Subject to the above, the parties hereby agree that Courts of Chennai shall have exclusive jurisdiction in respect of matters mentioned in this Agreement.

8. NON-EXCLUSIVITY

The relationship of the parties under this MoU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. Any collaboration similar to the one carried out under this MOU or using the contents /materials developed under this MOU by any party shall require prior written consent of the other party hereto.

a) No Agency

The parties shall act as independent contractors in the performance of their respective obligations under this MoU. Neither party shall act as, or be deemed to be, agent for or partner of the other party for any purpose whatsoever under

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this MoU and the employees of one party shall not be deemed the employees of the other party.

Nothing in this MoU shall be construed by any party as the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party, except as agreed otherwise.

b) No Liability

Both parties agree that there is no legal liability on either party in the eventuality of a breach of the terms of this agreement, except the confidentiality obligations. Save as aforesaid, both parties waive any legal right to recover damages that may arise in the case of the agreement being breached. This clause is a binding and overrides any liability provision in any future agreement between the two parties. For the avoidance of doubt, the parties shall conclude appropriate liability, indemnity and warranty clause in the applicable Research Agreement. The Company's liability shall not exceed the amount spent annually by Company under this MOU.

Notwithstanding above the Institute shall keep Company indemnified against claims, loses, expenses arising out of (i) third party IP infringement claims, Institute's breach of its confidentiality obligations, (iii) Company's failure to comply with applicable laws.

9. Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following deposit of the same into the mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address as below:

HCL Technologies Ltd

Kind Attn: VP-Legal

Legal Department

A-9, Sector-3, Noida-201301

Sathyabama Institute

Kind Attn: Dean ,

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Sathyabama Institute of Science & Technology,
Jeppiaar nagar, Rajiv Gandhi Salai,
Chennai - 600100, Tamil Nadu

10. Neither party shall be liable for delays of failure in performance due to war, terrorist attack, natural calamity and government directions ("Force Majeure Event"). In case the Force Majeure Event exceeds a period of 15 days, COMPANY with the consent of Institute, which shall not be unreasonably withheld, shall terminate this MoU forthwith without any liability.
11. Any change to this MoU or Exhibits thereof must be made in writing and signed by the approved representative of each party.
12. Each Party shall be free to do any press release/publicity about this collaboration / relationship.
13. Institute confirms that it has read and understood the Anti-Bribery and Anti-Corruption Policy (the "ABAC Policy") and Code of Business Ethics & Conduct ("COBEC") of COMPANY as available on COMPANY'S website at <http://hcltech.com/about-us/corporate-governance/governance-policies>. Institute further confirms that it shall strictly abide by the same to the best of its knowledge.

In witness whereof, the Parties hereto have executed this MoU as of date first above written.

For HCL Technologies Ltd.

By:-

Name: Pallavi Pathak
Title: Associate Director - Legal

Date: January 18, 2019



For Sathyabama Institute of Science & Technology, Chennai

By:-

Name: DR. S. SUNDAR
Title: VICE CHANCELLOR

Date: 04, February 2019.



Annexure 1

Special Technology Alliance

HCL Technologies Ltd. – Sathyabama Institute of Science & Technology Collaboration in Embedded and Imaging Technology

Institute being an autonomous educational institute for Science and Technology has the provision to provide the exposure of latest technology trends in the industry to their students. The exposure will help the students to connect with the professionals in the industry, via training and working on real time projects and gain the knowledge of current industry requirements.

With this industry exposure the students are ready for deployment immediately once they complete their graduation / post-graduation. This will complete the gap between the current Industry needs and the education levels of budding engineers or professionals.

Company is looking to collaborate with Institute in the following multi-phased activities:

1. Phase-1: Orientation and awareness session on Embedded and Imaging Technology for the students
2. Phase-2: Selecting the right minds for the Industry exposure training on Embedded and Imaging technologies through screening process.
3. Phase-3: Classroom and Lab training for selected students
4. Phase-4: Conduct Exit Interview and provide employment opportunities for the students who meet the current resource demand

Training Location:

Trainings will happen in the premises of Institute and occasionally (when required) in the premises of Company in Chennai without compromising the security concerns of both the parties.

Initial Screening and training agreement for the students:

1. Institute will initially brief their students on the awareness of this training programme.

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2. Company will conduct an Orientation session for the students who are interested in pursuing the training programme.
3. Company will provide the syllabus for the initial screening test along with sample questions and question pattern.
4. Screening test will be conducted in the premises of Institute.
5. Post the results of the screening test, representatives from Company will conduct a one-on-one discussion with the students and then select the final list of students for the training programme.

Training Agreement for the Students:

Institute should ensure that the students who are selected and willing to go through the programme, must sign an agreement with Company that post pursuing the programme and only in the event of getting selected for a Job Opportunity with Company that they should not fail to accept the offer provided by Company and should take the employment opportunity by signing a service agreement for 18 months, with the Company only after meeting all the necessary requirements of the offer. And students who have accepted the Job offer from Company should not accept the job offer from any other organization before completing the employment services as per the service agreement.

As Company is giving the Opportunity and exposure on the latest technology trends in the Industry to the candidates, it owns the rights to be the first organization to get the services of those trained young minds.

Only the students who agree for the above conditions, will be selected for the training programme.



General Training Schedule:

Selected Students will go through the training programme which will be for 6 to 8 months duration. Trainings will be conducted for 10 hours per week. Covering 2 hours per each working day (between Monday to Friday).

Other conditions on Training and Monetary Benefits:

1. Training will be given by the employees of Company from ERS division.
2. Company will not be charging any training fee from the candidates.
3. Institute may collect a nominal course fee from the students who are selected and willing to pursue the training, as to make them feel that the programme is of quite importance for them. Company will not be claiming this monetary benefit.
4. Institute need to bear the complete Transport cost for the trainers from Company.
5. The complete training requirements like class room, Lab and any technology requirements for the Lab will be completely borne by Institute.
6. Students selected for the training programme may also work on the real time projects owned by Company as part of its business.
7. Company will have the complete (100%) rights to take the credit of any monetary benefits arriving out of the training programme and real time projects in which the students would work on. Institute does not own the rights to claim any such monetary benefits arriving out of the training programme.
8. Institute may own the joint pattern rights only for the successfully completed real time projects, which Company delivers through this technology alliance with Institute.



9. Post completing the training programme, Institute may issue a course completion certificate to the candidates, but not to mention the name of Company in the Certificate.

Selection for Job Opportunity with Company

Students who successfully complete the training programme will be going through an Exit interview, following which they will be eligible for employment Opportunities with Company provided they meet the current eligibility criteria for freshers recruitment as per the current requirements.



Memorandum of Understanding (MOU)

Between

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING

Innovation Park, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune,
Maharashtra 411008
Tel.: 020 - 25503100/101/102
Fax: 020 - 25503131
E-mail: acts@cdac.in

And

Sathyabama University

Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.
Tamilnadu, INDIA.

**Memorandum of Understanding (MOU) for Collaboration in R&D of
mutual interest and High End IT Training programs**

This MOU is entered and executed into on this 7th day of July Two Thousand
Seventeen at Pune

BY AND BETWEEN

Sathyabama University, established in the year 1987 ((Established under section 3 of the UGC Act, 1956)) having its registered address at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, INDIA. (hereinafter referred to as "Sathyabama University") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors or permitted assignees, as the case may be).

.....**party of the first part,**

AND

C-DAC, Pune, a constituent unit of Centre for Development of Advanced Computing, a Scientific Society of the Ministry of Electronics & Information Technology, Government of India, registered under the Societies Registration Act of 1860 and the Bombay Public Trust Act of 1950 and having its registered Office at Pune University Campus, Pune 411 007, (hereinafter referred to as "C-DAC") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

.....**party of the second part**

C-DAC and Sathyabama University hereinafter referred collectively as "Parties" and separately as a "Party".

MoU between Sathyabama University, Chennai and C-DAC, Pune


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



WHEREAS C-DAC has, after being set up as India's National Initiative for the development of indigenous supercomputing technology diversified into multiple areas of Information Technology, more particularly in Grid Computing, High Performance Computing, Communication, Expertise in Scientific Computing like Bio-informatics, Seismic Data Processing, Computational Fluid Dynamics, Computational Structural Mechanics, Evolutionary Computing, Computational Atmospheric Sciences, and Computational Chemistry. Besides these, C-DAC has also gained significant edge in areas of Natural Language processing/Language technology, Cyber Security, Embedded Systems, Broadband and Wireless, GIS, Multimedia and Digital Library, e-Governance and Training/Education.

WHEREAS Sathyabama University is a deemed university which functions as per the norms of University Grants Commission, Government of India. It aims to provide instructions and research facilities in various disciplines of Engineering, Science and Technology, Management, Social Sciences, Design, Law and Humanities course and Design for advance learning and dissemination of knowledge.

AND WHEREAS the mission of Sathyabama University, Chennai is to produce creative, competitive and innovative human resource with high intellect and ethical values.

AND WHEREAS Sathyabama University, Chennai has established itself as a leader in the region in engineering education, and now offers 27 programmes at UG level and 41 programmes at PG level in all disciplines of Engineering, Science and Technology, Management, Social Sciences, Design, Humanities and also involve in design for advance learning and dissemination of knowledge.

AND WHEREAS Sathyabama University, Chennai expressed its desire to work together in Education and Training to offer collaborative M.E/M. Tech programmes in advanced ICT, conduction of C-DAC certificate and Diploma courses for their registered students and participate in National skill development initiative along with C-DAC. After mutual consultations and agreement the details of admission procedure, course content and its

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Chennai - 600 119.



delivery, evaluation schemes, financial implications etc. will be decided and executed vide separate written agreements. In furtherance of the objective set up in this MoU both parties will decide to honor following terms & conditions.

1.0 Scope of MoU:

AREAS OF COLLABORATION

1. Collaboration in Research & Development
2. Collaborative Masters' Programmes
3. Integrated Diploma / Certificate Programmes

2.0 Objectives of MoU

- 2.1 The prime objective of this MoU is to develop skilled manpower on the specialised domain of ICT and conduct joint research and technological development in futuristic areas.
- 2.2 Promote research and educational interaction between C-DAC and Sathyabama University for advancement in Information & Communication Technology (ICT) and related areas leveraging on expertise of both the parties.
- 2.3 Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.
- 2.4 C-DAC and Sathyabama University may collaborate on the Research and Development projects in the areas where experts are available at both the places. For each of the project a separate agreement needs to be signed.

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Chennai - 600 119



3.0 Collaborative Masters' Programmes

3.1 Responsibility of C-DAC ACTS, Pune

- 3.1.1 To provide expertise in designing and formulating the course structure and syllabus on mutually agreed domains/technologies in consultation with the University. This can be modified and finalised as per the needs of the programme based upon mutual consultation and agreement and the finalisation of the programme shall be done by the joint committee of C-DAC and University.
- 3.1.2 Experts / faculty of C-DAC shall deliver lectures on mutually agreed technologies and schedule. Students of Master's programme enrolled at Sathyabama University shall come to C-DAC for one week after first semester for orientation program. Students shall be responsible for their expenditure.
- 3.1.3 To appoint one faculty member designated as Program Coordinator, and one Lab faculty per course who should be available throughout the course and responsible for smooth implementation of activities entrusted on C-DAC.
- 3.1.4 To conduct internal examination as per the guidelines of Sathyabama University.
- 3.1.5 C-DAC and Sathyabama University shall enrol students as per mutually agreed criteria and number of students. During the second year of masters' program all students are allowed to carry out research and dissertation work at C-DAC labs. Such internship / dissertation / research work / course will be done by student's upto maximum of twelve months.

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Chennai - 600 119.



3.1.6 To provide guidance required for internship and dissertation as per Guidelines of C-DAC and Sathyabama University. However the project /research work shall be carried out under joint supervision of guides nominated by C-DAC and Sathyabama University. Both will evaluate the performance and certify project completion. If some students of Sathyabama University desire to repeat internship (as a failed student), C-DAC may consider whether upon such requests if C-DAC can accommodate them at additional fees of final semester, such requests shall be forwarded after recommendation by Sathyabama University to C-DAC for consideration.

3.1.7 Sathyabama University acknowledges and agrees that C-DAC shall not be responsible/ liable to any student / parents / citizen / other person for any demands / claims / actions / suits etc. arising out in connection with the performance of students.

3.2 Responsibility of University

3.2.1 To publish and pay for advertisements, promotion and marketing activities for the Masters' Programs as per the norms and guidelines of Sathyabama University, bear all the expenses incurred on these activities. However, the design and contents of any public announcement of advertisement for these courses shall be decided mutually by parties in writing.

3.2.2 To initiate, conduct and complete admissions process such as entrance test, interview, payment etc shall be regulated by Sathyabama University. Sathyabama University shall also set qualifying evaluation and examination criteria for the award of degrees. Sathyabama University shall share the list of total

MoU between Sathyabama University, Chennai and C-DAC, Pune


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admitted students to C-DAC one week prior to the commencement of courses.

- 3.2.3 To make available resources in terms of adequate Infrastructure viz. computers, internet connectivity, lab equipments, Class Room / Lab Space, uninterrupted power supply etc. Suitable academic and environmental conditions to conduct the courses. C-DAC may guide Sathyabama University staff upon request for the setting up of the laboratory and training setup at Sathyabama University on the areas of Joint Master's Programmes.
- 3.2.4 Sathyabama University shall upgrade and maintain entire Infrastructure including computing facilities UPS, etc., and required environment from time to time.
- 3.2.5 The tuition and other fees / charges for these courses shall be prescribed by Sathyabama University from time to time with the concurrence of C-DAC. Sathyabama University shall collect the fees of these courses as per their guidelines / instructions. Sathyabama University shall have all legal, financial or any other liability and responsibility towards the students of these Masters programmes. If any liability arising out of such cases shall be borne by the Sathyabama University.
- 3.2.6 After collecting the fees, Sathyabama University shall forward the agreed share of C-DAC Advanced Computing Training School (ACTS) as per the norms and guidelines of fees sharing for starting the Masters Programmes. In the event the fees are collected by the Sathyabama University and the agreed share of C-DAC is not remitted to C-DAC within agreed time-limit, then C-DAC shall have

MoU between Sathyabama University, Chennai and C-DAC, Pune

no legal, financial or any other liability and responsibility towards the students or for conducting course/tests, and certifying them.

- 3.2.7 To conduct external examination and award of degrees to successful students.
- 3.2.8 To defend/initiate and settle any action/claim/demands/suit made by student/parent/citizen/any other person or on their behalf against Sathyabama University. Sathyabama University agrees that C-DAC shall not be responsible for intake / absorption of students in respect of courses imparted by C-DAC faculty. C-DAC's responsibility is limited only to provide expertise in designing and formulating the course structure and syllabus, and its delivery on mutually agreed domains / technologies.
- 3.2.9 Student enrolment is subject to maximum number of 60 (sixty) students at Sathyabama University for each Masters programme designed with help of C-DAC. The minimum number of participants for each Masters programme shall be 18 (eighteen) for feasibility of conducting the programme. However both parties will review the situation batch wise and decide any deviation in number of students.
- 3.2.10 During the project / research work at C-DAC, students will have to sign a Non Disclosure Agreement (NDA) as well as Intellectual Property (IP) generated through the research work shall be jointly owned by C-DAC and Sathyabama University. The co-guide from Sathyabama University will also be required to sign NDA with C-DAC. The same shall be applicable in case of external examiner for thesis evaluation.

MoU between Sathyabama University, Chennai and C-DAC, Pune


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



3.2.11 Sathyabama University shall provide local conveyance to C-DAC Officers and Expert Faculty.

3.2.12 Accommodation required for C-DAC faculty members who are coming for conducting lectures shall be arranged by Sathyabama University. University may support for the accommodation of the experts deputed by C-DAC at the University.

4.0 Joint Responsibility

- 4.1 To decide on number of programmes, curriculum, eligibility criteria, admission process, student intake in each course and fees to be charged from students etc.
- 4.2 To formulate the programme structure and syllabi of the courses to be taught in the said PG programmes and identify faculty from both institutions and industry as well for delivering the content of the programmes smoothly including the lab and project work. The delivery process shall be decided on mutual consultations for every batch.
- 4.3 Ensure direct interface with one another without involving any external agency or specialists.
- 4.4 Both the parties should work towards building up excellent working relationship of enduring type rather than for only immediate benefits.
- 4.5 Both the parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO-CHANCELLOR
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Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119



5.0 Integrated Diploma and Certificate Courses:

C-DAC and Sathyabama University have jointly agreed for imparting education & training programmes in ICT and related services in the approved premises of Sathyabama University on C-DAC's terms and conditions. List of courses are attached as per annexure A. However joint committee shall decide to include or delete the courses from the approved course of C-DAC.

5.1 As per the industry requirements and mutual understanding, additional courses can be designed and deployed with addendum to the current MoU. Syllabus of the courses is enclosed herewith individually for reference.

6.0 Collaboration in Research and Development

6.1 Responsibilities of C-DAC

- 6.1.1 To provide relevant documents and training if owned and opportunity available with C-DAC on a project-by-project basis to Sathyabama University personnel to enable them to work on specific R&D projects.
- 6.1.2 To make available requirements, design and other documents in a mutually agreed standard format for the Research & Development activity entrusted to Sathyabama University.
- 6.1.3 To provide domain inputs for Research & Development which Sathyabama University shall use as per Guidelines of C-DAC.

6.2 Responsibilities of Sathyabama University

- 6.2.1 To bear all expenses such as to provide infrastructure, computing environment, manpower requirements and other facilities as per

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requirements of different joint R & D projects carried out at Sathyabama University campus.

6.2.2 To ensure timely and quality delivery of the project work entrusted by C-DAC.

6.2.3 To make available sufficient & proper resources and adequate personnel required for completing the activities accepted.

6.2.4 While appointing the required personnel for joint projects, preference should be given to the deserving C-DAC and Sathyabama University students.

6.3 Joint Responsibilities

6.3.1 To identify the team, time frame and the cost for a particular project activity. The default span of such a team and other associated arrangements will be one year or project duration.

6.3.2 Both the parties to demonstrate synergy of efforts.

6.3.3 Both parties to work as a team on joint enterprises.

7.0 Establishment of C-DAC Indigenous Supercomputer in a Box - PARAM Shavak for high performance computing and deep learning for engineering study, research and development using computational science and deep learning techniques for the benefit of faculty, research scholars and students – both UG and PG.

8.0 Joint Committee

8.1 A joint Committee shall be formed consisting of members of C-DAC and Sathyabama University. The programme Coordinator shall be part of the joint committee.

8.2 C-DAC nominates the following members to be part of the joint committee

a. Shri Aditya Kumar Sinha, Joint Director, C-DAC ACTS

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Email : saditya@cdac.in Tel.: +91 20 25503155

b. Ms. Vaishali Maheshkar, Senior Technical Officer, ACPM

c. Ms. Vineeta Tiwari, Senior Technical Officer, ACPM

Email: vineetat@cdac.in Tel. :+91 20 25503166

d. Mr. Parimal Wagh, Senior Admin Officer, C-DAC ACTS

Email: parimalw@cdac.in Tel.: +91 20 25503136

8.3 Sathyabama University nominates the following members for the joint committee

a. Dr. Mariazeena Johnson, Pro chancellor, Sathyabama University

Tel. :+91 044 24503151

b. Dr. Marie Johnson, Vice President, Sathyabama University

Tel. :+91 044 24503151

c. Dr. K.V. Narayanan, Vice Chancellor, Sathyabama University

Email: vc@sathyabamauniversity.ac.in Tel. :+91 044 24503151

d. Dr. S. Karthikeyan, Technological Development Head, Sathyabama University

Email: skarthi1879@gmail.com Tel. :+91 044 24503151

9.0 Financial Aspects

9.1 The fees for the programmes would be fixed on mutual consultations guided by SATHYABAMA UNIVERSITY and C-DAC norms from time to time.

Courses	Fees per student	C-DAC share(%) of course fee	University Share(%) of course fee
M.E / M.Tech	2.5 Lakhs+taxes	60%	40%
Diploma	90,000+taxes		
Certificate	30,000+taxes		

9.2 The sharing of fees: CDAC shall receive 60% of the fees and the share of fees for SATHYABAMA UNIVERSITY shall be 40% inclusive of tax liabilities, if any. The course fees share to be transferred to C-DAC within one month of the receiving of the fees from the students.

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9.3 All INR payments shall be made by Sathyabama University through demand draft of a nationalized Bank drawn in favor of C-DAC and payable at Pune or online mode.

9.4 Collaboration in R&D: The quantum and areas of R&D interest will be worked out based on the detailed scope of work on case to case basis and timelines of deliverables. Financial terms will be shared during actual allocation of R&D work.

10.0 Confidentiality

10.1 Any confidential information received by either party, under and by virtue of this MoU, shall be maintained in the strictest confidence and trust.

10.2 In the event of any of the parties become legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

11.0 Intellectual Property Rights

11.1 All existing IP of C-DAC shall be owned by C-DAC and existing IP of Sathyabama University shall be owned by Sathyabama University.

11.2 The Intellectual Property Rights in respect of all the joint efforts of C-DAC and Sathyabama University in the design and development of solutions for any project shall be shared by both the parties.

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- 11.3 However, design and development of part of the project, which is done separately by C-DAC and Sathyabama University, concerned party shall retain its Intellectual Property Rights.
- 11.4 For new IP generation, if the IP is generated by Sathyabama University, it will be owned by Sathyabama University only. If any IP is generated by C-DAC it will be owned by C-DAC only. For new IP generation jointly, a separate written agreement will be initiated with mutual consent by both the parties.
- 11.5 It is expressly stated by C-DAC, and agreed by Sathyabama University, that all the intellectual property rights, to and in the course content, course name, syllabus, methodology, assignments, question papers, website content, design/ development work entrusted to C-DAC for conducting C-DAC ACTS Training Program at Sathyabama University are the exclusive intellectual property of C-DAC. However, if the same design/development work is done jointly by C-DAC ACTS and staff of Training centre, then intellectual property is shared between both the parties to the extent of their respective contribution. If the course content, course name, syllabus, methodology, assignments, question papers, website content are designed/ developed solely by the personnel of Sathyabama University, then that becomes intellectual property of the Sathyabama University.
- 11.6 While Sathyabama University will have the required access to the efforts of C-DAC referred to above, it shall not allow any other party any access to the packages developed and delivered by C-DAC, Pune.
- 11.7 Employees / Consultants / Project Associates appointed / engaged / hired for such projects shall be Employees / Consultants / Project Associates of Sathyabama University and not of C-DAC. C-DAC shall not be responsible / liable for any claims / demands / dues/ compensations arising out of any incident / accident / death / injury / event/ terminations / dismissal / retirement etc. under any laws, rules, regulations, notifications etc.

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11.8 Parties shall not do any such thing as would diminish or dilute the distinctiveness, validity, quality and standard of intellectual property of C-DAC and Sathyabama University to the detriment of each other's name and interest and prejudice its confidentiality.

12.0 Mutual Obligation

12.1 This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in the MOU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.

12.2 Each Party shall meet the expenses between them as mutually agreed.

12.3 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

12.4 Both Parties shall maintain confidentially about any information, course material, plan, discussion, strategies or any material, which shall be deemed to be confidential and marked accordingly. Any information, course material or like in the public domain shall not be part of this commitment.

13.0 Other Conditions:

13.1 This MOU represents the understanding between Sathyabama University and C-DAC with regard to Master's Programmes and Integrated Diploma and Certificate courses only and supersedes any other MoU except the one signed for overall co-operation earlier.

13.2 No amendments or modification of the MOU shall be valid unless same is made in writing and signed by both the parties. The modifications/ changes

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shall become part of the MOU from the date on which they are made/ executed, unless otherwise agreed to.

14.0 COMMUNICATION / NOTICE

Any communication or notice or intimation shall be addressed to the nodal contacts of the respective parties and sent to the registered address. E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

Nodal contacts are:

Contact Person for C-DAC: Aditya Kumar Sinha

Designation: Joint Director

E-mail ID: saditya@cdac.in

Contact Number: 020 25503155

Office Address: C-DAC Innovation Park, Panchawati, Pashan, Pune,
Maharashtra 411008

Contact Person for Sathyabama University:

Name: Dr.S.Karthikeyan

Designation: Technology Development Head

Email: skarthi1879@gmail.com

Contact: 9500412034

Address: Department of ECE, rajiv Gandhi salai,
Jeppiaar nagar, sathyabama university, Chennai – 600119.

15.0 CONFIDENTIALITY AND NON-DISCLOSURE

15.1 Any information, software/ hardware material, product specifications, designs, financial, technical information, documents etc.; which is not in public domain shall be deemed to have been in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

15.2 The material shall be treated as confidential for a period of 4 years after this MOU comes to an end or as agreed from time to time in writing.

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16.0 FORCE MAJEURE

Neither party shall be responsible or liable for any failure to perform any of the terms and conditions of the present MoU, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of God, War, Riot, Embargoes, Acts of Civil or Military actions, Fires, Floods, Accidents, Terrorist Activities, Strike, Quarantine, Civil Commotion, Action of Government in its sovereign capacity or Shortage of Transportation, facilities, fuel, energy, labour or materials. In the event of any such delays, delivery date for a period equal of the time of such delay may be decided on mutual understandable basis. If force majeure continues beyond six months, the parties will then decide the future course of action.

17.0 EFFECTIVE DATE AND DURATION OF THE MOU

This MOU shall be effective from the date of signing and remain valid for a period of four years and shall be valid till 6th July 2021

The validity of the MOU may be extended by an agreement in writing and signed by both the parties.

18.0 ARBITRATION

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved within 30 days, then the unresolved dispute or difference shall be referred to the sole arbitrator appointed mutually by Director General / Executive Director, C-DAC, Pune and Vice Chancellor, Sathyabama University, Chennai. If parties do not agree upon sole arbitrator, then each party will appoint its arbitrator and arbitrators so appointed will appoint an umpire and the Arbitral Proceedings will be conducted by Bench of Arbitrators. The Arbitration proceeding shall be conducted as per the provisions of Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The venue of arbitration proceeding shall be Pune. The language of arbitration shall be English. The

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common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide.

19.0 GOVERNING LAW AND JURISDICTION

The parties hereby agree that Courts in Pune shall have exclusive jurisdiction to the exclusion of all other Courts and Forums who may have jurisdiction, to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act, and shall be governed by laws of India. However, for any claim/action / demand made by any student / faculty / associate / supplier arising out of or in relation to course delivery, quality / teaching expertise / expression / manner/ behaviour of faculty, infrastructure & computing facilities and all other matters / issues / disputes except course material contents, Sathyabama University alone & not C-DAC shall be liable / responsible.

20.0 TERMINATION OF MOU

The MOU can be terminated by either party by giving a written notice of three calendar months in advance to be issued through registered post. The notice is to enable the parties hereto to assess the monetary impact and such other related factors impinging on the interests of the both the parties by mutual consent. Termination will be effective, subject to honouring of any Financial/ Academic / Technical/ Administrative and other Commitments till the date and receipt of notice of termination.

Upon receiving notice of termination of this MOU served by Sathyabama University, for whatever cause, Sathyabama University shall make payment of all money due to C-DAC after taking into account amounts previously paid.

21.0 LIMITATION OF LIABILITY

C-DAC/ Sathyabama University shall not be responsible and liable for any direct, indirect, consequential, remote loss/ damage of any kind including but not

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limited to loss of data, loss of goodwill, loss of profits, loss of business, loss of opportunities, loss of health, loss of reputation etc, even if C-DAC/ Sathyabama University has been advised of the possibility of such damages, if the same is unintentional and beyond control.

22.0 INDEMNIFICATION

Sathyabama University agrees to indemnify and keep indemnified C-DAC, its authorized representatives, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of Sathyabama University or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by Sathyabama University of any applicable law, or regulation or order. SATHYABAMA UNIVERSITY will consider whatever is mentioned in the MoU, but will not take care of anything beyond that.

Similarly, C-DAC agrees to indemnify and keep indemnified Sathyabama University, its authorized representatives, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of C-DAC or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by C-DAC of any applicable law, or regulation or order. C-DAC will consider whatever is mentioned in the MoU, but will not take care of anything beyond that.

23.0 RELATIONSHIP BETWEEN THE PARTIES:

Nothing in this MOU shall constitute, create or give effect or recognize a joint venture, partnership or business entity of neither any kind nor any legal claim on one another. The Parties shall at all-time stand in relation to each other as

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independent contractors. Neither of the Parties shall hold itself out to any third party as being the agent of the other or have the authority to bind the other Party without the prior written approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.

24.0 ASSIGNMENT & TRANSFER

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party. However, Sathyabama University agrees and acknowledges that C-DAC can collaborate/outsource/subcontract some components/parts of some of its works. SATHYABAMA UNIVERSITY shall have any objection to any such arrangement by C-DAC with third parties.

25.0 NON WAIVER

The failure or neglect by either of the parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

26.0 SEVERABILITY

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU and that shall continue in full force and effect except for any such invalid and unenforceable provision.

27.0 ENTIRE MOU

This MOU represents the entire understanding between the Parties and supersedes any and all understanding either oral or written hitherto with respect to the subject matter of agreement.

28.0 HEADINGS

Headings of particular Sections are inserted only for convenience and are not to be used to define limit or construe the scope of any term or provision of this MOU.

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This MOU has been executed in two counterparts, each of which has been retained by Sathyabama University, Chennai and the other by C-DAC and each of which shall be deemed to be an original. Both copies shall constitute valid MoU.

In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.

Parties:

For and on behalf of
Sathyabama University, Chennai

For and on behalf of
C-DAC, Pune


Signature


Signature

Name: Dr. Mariazeena Johnson
Designation: Pro chancellor
Sathyabama University

Name: Ravindra Yashwant Deshpande
Designation: Director (Admin & Legal)
Head (Administration) C-DAC, Pune

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Seal



Witnesses (Name & address):



1. Name: Dr. K.V. Narayanan
Designation: Vice chancellor
Sathyabama University



1. Name: Mita Karajagi
Designation: Associate Director & HoD, ACTS
C-DAC, Pune.



2. Name: Dr. S. Karthikeyan
Designation: Technology
Development Head
Sathyabama University



1. Name: Aditya Kumar Sinha
Designation: Joint Director, ACTS
C-DAC, Pune.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding, dated as of 8th day of July, 2021 (the "Memorandum") is entered into

BETWEEN

Samsung R&D Institute India-Bangalore Private Limited ("SRI-B") having its registered office at 2870, Phoenix Building, Bagmane Constellation Business Park, Outer Ring Road, Doddanekundi Circle, Marathahalli Post, Bangalore – 560 037 of the ONE PART.

AND

Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai, Tamil Nadu 600119 (hereinafter referred to as "Sathyabama Institute of Science and Technology") of the OTHER PART.

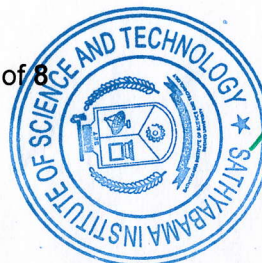
Whereas:

- a) SRI-B is engaged in the development of software and applications for cellular phones, tablets, laptops, computers and other information technology and telecom products;
- b) Sathyabama Institute of Science and Technology is one of the reputed University in the State of Tamil Nadu.
- c) SRI-B and Sathyabama Institute of Science and Technology desire to collaborate with each other in the technology areas of mutual interest and pursue industrial /application oriented research and engineering development activity.
- d) To record this arrangement, the parties are entering into this Memorandum.

The parties therefore agree as follows:

1. Definitions

- 1.1 "Claim(s)" means all third-party claims, actions, demands, proceedings, damages, costs (including attorney's fees) and liabilities of any kind;
- 1.2 "Confidential Information" means all non-public information that each party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Confidential Information does not include (i) that was known to a party prior to the disclosure by the other party to it, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, (iii) has been independently developed by receiving party without access to disclosing party's Confidential Information or (iv) information that becomes publicly available through no fault of such party.
- 1.3 "Deliverables" means all Intellectual Property or other work product or material including software, report, design, programme, specification, documentation, manual developed by Sathyabama Institute of Science and Technology for SRI-B under this Memorandum.
- 1.4 "Intellectual Property" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: copyrights, trade secrets and service marks, patents, inventions, designs, mask works, "moral rights", and publicity rights."



- 1.5 "Open Source Software" means publicly available and accessible software which can be used, modified and further developed by everybody in compliance with the relevant publicly available underlying licence terms and conditions.
- 1.6 "Personal Information" means any information that relates a natural person, which either directly or indirectly, in combination with other information available or likely to be available with a party, is capable of identifying such person.
- 1.7 "R&D Work" means Research and Development work provided or otherwise performed by Sathyabama Institute of Science and Technology under this Memorandum.
- 1.8 "Sathyabama Institute of Science and Technology Intellectual Property" means Sathyabama Institute of Science and Technology's pre-existing or independently developed proprietary tools, process or Intellectual Property.

2. Objective of Memorandum:

The parties agree to strive to achieve the following objectives:

- 2.1 To collaborate for promotion of research and education as part of industry-academia partnership.
- 2.2 To provide practical research and development topics to the students/researchers of Sathyabama Institute of Science and Technology to enable them to take up studies/research projects which are relevant to industry.

3. No Monetary Consideration

Either party is not obligated to pay any monetary consideration to the other party for performing its obligations under the Memorandum.

4. Scope of Memorandum:

- 4.1 The detailed scope of this Memorandum is as described under **Exhibit-A** annexed to this Memorandum.
- 4.2 Sathyabama Institute of Science and Technology will carry out all the R&D Work to be carried out at the premises of the Sathyabama Institute of Science and Technology by utilizing Sathyabama Institute of Science and Technology's resources and infrastructure facilities.
- 4.3 SRI-B, if required, will provide necessary technical guidance/training to the students and faculty of the Sathyabama Institute of Science and Technology in relation to R&D Work.
- 4.4 Faculty of the Sathyabama Institute of Science and Technology needs to guide students of the University as part of R&D Work.

5. Confidentiality:

- 5.1 At all times during the term of the Memorandum and for five years thereafter each party will hold in strictest confidence and will not use or disclose to any third party, any Confidential Information of other party disclosed under this Memorandum.
- 5.2 Each Party may use or process Personal Information provided by a party to the other party for the purposes relating to the Memorandum. Each party will employ appropriate security measures designed to protect against unauthorized or unlawful processing of such Personal Information and against accidental loss or destruction of, or damage to, such Personal Information. Each party will act on the instructions of the other



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party relating to such Personal Information and save as required by law or the order of competent court or tribunal.

6. Term and Termination

6.1 Term.

This Memorandum commences from the date mentioned in the introductory clause above and will continue for a period of 3 years. This term of this Memorandum may be extended or reduced by a written and signed amendment.

6.2 Termination for cause:

Either party may terminate this Memorandum on the other party's material breach of this Memorandum. The non-breaching party must give 30 days' written notice and the opportunity to cure its breach. Either party may immediately terminate this Memorandum on written notice of breach of Section 5 (Confidentiality) of this Memorandum.

6.3 Termination for Convenience

Either party may terminate this Memorandum, at any time without cause by providing 30 days' written notice.

6.4 Effect of termination.

Each party will return the Confidential Information and property of the other within 30 days of the effective date of termination of this Memorandum unless otherwise instructed.

7. Ownership and use of the parties' respective Intellectual Property

7.1 Ownership of pre-existing Intellectual Property: Each party will own and retain all rights to its pre-existing Intellectual Property and any Intellectual Property developed outside of the Scope under this Memorandum.

7.2 SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's use of non- SRI-B Intellectual Property: Sathyabama Institute of Science and Technology will obtain SRI-B's express written consent before using any Sathyabama Institute of Science and Technology's Intellectual Property or third party Intellectual Property while performing the R&D work.

7.3 Ownership of Deliverables:

- (a). Ownership of Intellectual Property Rights in Deliverables. All Deliverables are "work made for hire" for SRI-B under the applicable copyright law subject to SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's retention of its rights in any SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY Intellectual Property as provided in this Section 7 (Ownership and use of parties respective Intellectual Property); To the extent any Deliverables do not qualify as work made for hire, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY assigns all right, title and interest in and to the Deliverables, including all Intellectual Property rights, to SRI-B. The SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY waives, and agrees not to assert, any moral rights that may exist in the Deliverables.
- (b). SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY's Assistance: SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY promptly discloses to SRI-B in writing, any inventions, works of authorship, improvements, developments or discoveries conceived, authored, made or reduced to practice by SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY either solely or in collaboration with others, in connection with performing the R&D Work. At SRI-B's request and expense, SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will sign documents and take any other action reasonably necessary to evidence, perfect, or protect SRI-B's rights in the Deliverables.



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SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will cooperate with SRI-B in the filing and prosecution of any copyright, trademark or patent applications that SRI-B may choose to file on the

Deliverables or inventions and designs relating to the Deliverables. SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY will not challenge or interfere with any SRI-B applications relating to the Deliverables or file any applications on its own behalf.

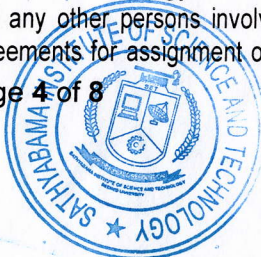
8. Rights and Obligations of the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

8.1 Rights of the Sathyabama Institute of Science and Technology:

- (a). The Sathyabama Institute of Science and Technology may publish, solely for the academic purpose, the results of its R&D Work under this Memorandum in accordance with the standard academic practice, subject always to prior explicit written consent of SRI-B. The Sathyabama Institute of Science and Technology shall submit to SRI-B in writing a copy of the proposed publication any employee or student intends to publish, at least sixty (60) days prior to the date of planned publication for the purpose of obtaining express prior written consent of SRI-B.
- (b). SRI-B may:
 - (i). Require from the Sathyabama Institute of Science and Technology to delay the proposed publication for a maximum of three (3) months after receipt of the request for written consent to publication, if, in SRI-B's reasonable opinion, that delay is necessary in order to seek patent or similar protection for the R&D Work and the results of R&D Work or any SRI-B's pre-existing intellectual property; or
 - (ii). Prevent the publication or request such modification to protect SRI-B's intellectual property rights, SRI-B's pre-existing intellectual property rights, confidential information or business interests; or
 - (iii). Request that the work proposed to be published is held on restricted access and not made publicly available, to the extent necessary for the protection of SRI-B's intellectual property rights, SRI-B's pre-existing intellectual property rights, confidential information or business interests.
- (c). SRI-B shall send the Sathyabama Institute of Science and Technology its written consent to the publication or any other decision within forty (40) calendar days after SRI-B has received details of the proposed publication.
- (d). Subject to what has been stated above in this Clause, in case of inventions or any other Intellectual Property created solely by the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY or jointly with SRI-B, out of or as a result of or in connection with the performance of the R&D Work, the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY shall have the right to be mentioned as an inventor in the patent applications or similar document filed by SRI-B. The percentage of contribution, names and the order of the inventors in the patent applications shall be decided by SRI-B which shall be binding on the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY. It is hereby clarified and agreed by the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY that the ownership of the Intellectual Property right underlying such patent application or similar document shall always lie with SRI-B.

8.2 Obligations of the Sathyabama Institute of Science and Technology:

- (a). The Sathyabama Institute of Science and Technology shall be responsible to enter with its students, employees, sub-contractors and any other persons involved in providing the R&D Work into written confidentiality agreements and agreements for assignment of Intellectual Property Rights arising



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as a result of such R&D Work to the full extent permissible under applicable laws. In the event the assignment of the Intellectual Property Rights is not permissible under applicable law, The Sathyabama Institute of Science and Technology shall obtain by written agreement the respective user rights or other rights with the same or similar economic effect required for commercial use of the result of the R&D Work for the purposes of SRI-B and SRI-B's affiliates.

- (b). The Sathyabama Institute of Science and Technology is prohibited from including Open Source Software in any result of R&D Work. In the event that the provision of results of R&D Work require use of Open Source Software, the Sathyabama Institute of Science and Technology must fully specify and inform SRI-B in writing about all Open Source Software planned to be implemented into the results of R&D Work to be provided under this Memorandum, and obtain SRI-B's prior written approval. In the event SRI-B has approved the use of Open Source Software by the Sathyabama Institute of Science and Technology expressly in writing, the Sathyabama Institute of Science and Technology confirms that it has used, modified, and/or further developed Open Source Software in full compliance with the underlying Open Source software license terms and conditions.

9. Indemnification

Sathyabama Institute of Science and Technology will defend, indemnify and hold SRI-B and its successors, directors, officers, employees ("SRI-B Indemnified Party") harmless from and against all Claims to the extent that such Claims arise out of or relate to:

- (a). Sathyabama Institute of Science and Technology infringes any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or
- (b). Sathyabama Institute of Science and Technology's breach of obligation under Section 5 (Confidentiality)

10. Limitation of Liability

Neither party will be liable to the other for any indirect, consequential, special, exemplary or punitive damages including damages for loss of profits whether foreseeable or unforeseeable, arising out of this Memorandum regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise and even if the party has been advised of the possibility of those damages.

11. Binding Nature

The parties agree that all the clauses of this Memorandum including the Exhibit A attached hereto are intended to create a contractual relationship between the parties and shall be legally binding.

12. General

- 12.1 **Relationship.** The parties are independent contractors. This Memorandum does not create an exclusive relationship between the parties. Sathyabama Institute of Science and Technology's students, employees and subcontractors are not SRI-B's employees. Sathyabama Institute of Science and Technology will pay all salaries, taxes, insurance and benefits with respect to its personnel.
- 12.2 **Governing law and Arbitration.** The laws of India govern this Memorandum. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Memorandum promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the



Signature
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mutual consent of the parties) which shall be conducted, upon request by either party, in Bangalore, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Bangalore to obtain injunctive or other equitable relief at any time.

- 12.3 **No Waiver.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
- 12.4 **Assignment.** Either party will not assign this Memorandum or any right or delegate any duty or obligation under this Memorandum by assignment or operation of law, without other party's prior written consent and such party will not unreasonably withhold such consent. A party will be deemed to have assigned this Memorandum if that party engages in a change or control transaction. This Memorandum will inure to the benefit of and bind all permitted successors, assigns of each party.
- 12.5 **Force Majeure.** Neither party will be liable for failure to perform any obligation under this Memorandum to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity). The party affected by the force majeure event will provide written notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.
- 12.6 **Severability.** If any court of competent jurisdiction determines that any provision of this Memorandum is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 12.7 **Entire Memorandum and amendment.** This Memorandum supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Memorandum. This Memorandum may be modified only by a written agreement signed duly authorized representative of both parties.
- 12.8 **Survival.** The provisions of this Memorandum, which, by their terms, require performance after the termination or expiration of this Memorandum or have application to events that may occur after the termination or expiration of this Memorandum, will survive the termination or expiration of this Memorandum. All indemnity obligations will be deemed to survive the termination or expiration of the Memorandum.
- 12.9 **Notices.** Notices may be provided either by electronic or physical mail or courier.
- 12.10 Neither party will issue any notice, press release, or similar statement relating to this Agreement, or use the other party's name in any form in any of its publications; including on social media, online platforms, conferences, or any form of marketing/sales/advertisement; without the prior written approval of the other party.
- 12.11 **Counterparts.** The parties will execute this Memorandum in two counterparts. Each counterpart will be deemed to be original and constitute one agreement binding on both parties.

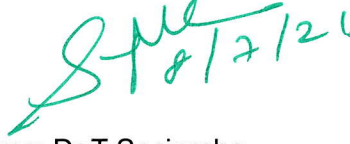


S. M. S.
8/7/21.

Confidential

MoU with Educational Institutions

The parties hereby agree to the terms and conditions of this Agreement.

SAMSUNG R&D INDIA-BANGALORE PRIVATE LIMITED	Sathyabama Institute of Science and Technology, Chennai, Tamil Nadu
By 	By 
Name: Mr. Yoon Chang Kim	Name: Dr.T.Sasipraba
Title: CFO	Title: Vice Chancellor
Date: 08.07.21 19 AUG 2021	Date: 08.07.21

SRI-Bangalore
OK
LEGAL

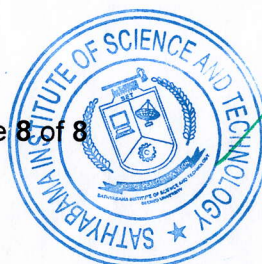
Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai – 600 119.

EXHIBIT - A
SCOPE

1. Technology Collaboration Areas:

Parties will jointly undertake research and collaboration activity in the Technology Collaboration Areas which includes the following:

- a) Artificial Intelligence
 - b) 5G/Communication
 - c) IOT
 - d) Multimedia
2. Parties mutually discuss and agree upon research and development work(s) in the Technology Collaboration Area. (R&D Work).
3. Parties mutually discuss and agree upon the key details of R&D Work document which may be called as "Work-let" that includes the following:
- a) Finalizing scope of R&D Work including its duration.
 - b) Duration of R&D Work and Project Milestones
 - c) Roles and Responsibilities of SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY and SR-B if any.
 - d) Deliverables and its timelines from SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
 - e) Details of Faculty who will mentor students who are part of R&D Work from the SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
 - f) Details of Key Employee(s) of SRI-B who will coordinate and collaborate with SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY.



Signature
8/7/21



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Activity Report – Samsung Prism

The Department of Electronics and Communication Engineering initiated an MoU with Samsung R&D Institute India-Bangalore Pvt Ltd for providing research projects as internship to students from School of Computing and School of Electrical and Electronics. As per the subsequent telephonic conversation the MoU has been signed between the Institution and industry. As a first activity coding test was conducted in two phases. More than 1000 students have appeared for the test. Total of 39 students were shortlisted and 7 worklets have been allocated. Every worklet comprises of 5 students each, a mentor from host institute and a mentor from Samsung Prism. Duration of 3-6 months is provided to complete the worklet. The initial discussion with the team was done and the work has started. Once in a month review meeting is done and still work is in progress.

Name of the Candidate	Worklet Area - VI80
Dr.Sathyabama Krishnan R	Work-let Area – AI, ML English- Tamil Code-switched Spoken Language Identification
Abinеш Devaraj	
Gangadhar C	
Khushi Kaushal	
Mamillapalli R V V Satyanarayana Murthy	
Vutukuri Eswar Chand	
Name of the Candidate	Worklet Area - CSW11
Dr.M.SUGADEV	Specialization - Wireless Sensor Network Work-let Area – Evaluation of GCP GKE for 5G Core
Dr.S.BARANI	
K. Abhiram	
Anugraha.J	
Ayush Anand	
Ayush Bhagat	
Ayush Kumar Verma	



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Name of the Candidate	Worklet Area - SE28
Dr.B.Bharathi	Work-let Area – Infinite ‘Open Domain’ Utterances & Indian POI’s Auto-NU creation
Arnikaa. A	
Arunkumar V	
Gade Bala Rohith Reddy	
Jinugu Nikhil Kumar	
Nuthakki Deva Harsha	
Name of the Candidate	Worklet Area - CSW12
Dr.A.C.ShanthaSheela	Work-let Area –Identity Management with Blockchain in IoT
Aryan Bhatt	
Bidipto Dey	
Himanshu Ramavatar Singh	
Jayesh Baibhav	
Soumabha Mitra	
Name of the Candidate	Worklet Area - MOSW03
Dr.Prayala shryr	Work-let Area –Wireless Network, LTE Tool development to Automatic analysis of DSP Crashes
Dr.S.POORNAPUSHPAKALA	
Deepthi M	
Balamurugan.R	
Sanjay S	
Sriram	
Sagar Kumar	
Name of the Candidate	Worklet Area - CSW19
Dr.Arroul Cannesan R	Work-let Area System load estimation for VPP nodes processing
Taniya Verma	
Tamalala Venkata Siva Bhanu Teja	
Aditya Upadhye	
Paramsetti Manoj	



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Ganesh Sai Kiran	
Name of the Candidate	Worklet Area - SE21
Dr.S.VEDHANARAYANAN	Work-let Area – Automated Camera preview validation
Dr.S.SUBRAMONIAM	
Jagadeesh Mandala	
Pulavarthi Swadarshana	
M Veda Samhitha	
Kuruva Abhiram	
Sahil Gazi	
Name of the Candidate	Worklet Area - MO27
Dr.USHA NANDINI	Work-let Area – Image Processing Dynamic composition of wallpaper and screen
Deevinagamanikhanta	
Manduva Harshith	
Sai Krishna Kadupudi	
Bonagiri Keerthi	



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Activity Report - HCL Technologies

Partial delivery of lecture by industrial experts are practised for few courses. One such course is Embedded systems where the students can gain lot of industrial exposure. As a part of MoU, Ms U Sangeetha, Senior Software Engineer, HCL Technologies handled 40% of the syllabus of SEC1320 Embedded Systems. The students are benefitted more as they get to know the level of work that is being carried out in Industries. All the sessions were highly interactive.

Activity Report - Centre for Development of Advanced Computing, Pune

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Sathyabama IEI Student Branch
In Association with
Department of Electronics and Communication Engineering
&
The Institution of Engineers (India)
KANCHEPURAM LOCAL CENTRE
ORGANIZES
LIVE WEBINAR ON
IMPACT OF INTERNET OF THINGS (IOT) ON OUR LIVES

MR. DEEP RANJAN DEB, (ALUMNUS)
SOFTWARE ENGINEER,
SUNBEAM INFOTECH PRIVATE LIMITED (CDAC-ATC), PUNE
LIVE ON 18TH JUNE 2020 AT 4.00 PM IST

*E-CERTIFICATE WILL BE ISSUED
TO ALL REGISTERED PARTICIPANTS

Organizer
Ms. R. M. Joany, MIE (Corporate Member),
Assistant Professor

Convener
Dr. S. Karthikeyan, IIT
Head, IE(I) coordinator
Associate Professor

Registration Link: <https://tinyurl.com/y7h3sttf>

LINK FOR JOINING THE SESSION WILL BE SHARED THROUGH WHATSAPP

Mr. Deep Ranjan Deb has completed his Undergraduate in Electronics and Telecommunications and post graduate in Embedded and IoT. Now at present he is working as



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a Software Engineer in Sunbeam InfoTech Private Limited (CDAC-ATC), Pune. He is working on projects in IoT domain, like: Home automation, agriculture, garbage collection.

Outcome:

The Internet of Things is still in its infancy as a phenomenon. Despite this, its rate of expansion, adaptability, ingenuity and scope is startling. Companies are developing more and more ways for us to connect. Within the next five years, sensors will likely have permeated every aspect of our lives, from our refrigerators to our shoes. The world's IT infrastructure will be supporting a trillion devices, big and small.