



தமிழ்நாடு தமில்நாடு TAMIL NADU

7-7-2019

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ச. சீவா S.V. No. 1186/85
கலாம் 3, சி.எம்.பி. அலுவலகம்
டாக்டர்வாங்கு, திருச்சி-2



MEMORANDUM OF UNDERSTANDING

Between



Vi Microsystems Pvt. Ltd.,

And



MOOKAMBIGAI COLLEGE OF ENGINEERING
Srinivasa Nagar, Kalamavur, Pudukkottai-Dt - 622502

This Memorandum of Understanding (MOU) is made on 12.09.2019 at **MOOKAMBIGAI COLLEGE OF ENGINEERING, Srinivasa Nagar, Kalamavur, Pudukkottai-Dt - 622502** between **Vi Microsystems Pvt. Ltd.** having its registered and corporate office at Chennai, India (hereinafter referred as Vi) and **MOOKAMBIGAI COLLEGE OF ENGINEERING**, established in the year 1985.

RELANGOVAN



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WHEREAS Vi is a business organization engaged in helping the world's leading product manufacturers to develop new products and enhance and sustain current products in hardware and software ranging from Digital home, automotive Infotainment, signal processing Consulting to Embedded applications and automated testing.

WHEREAS **MOOKAMBIGAI COLLEGE OF ENGINEERING**, (hereinafter referred as "**Institute**") is engaged in conducting research and development in various Technological and Engineering areas having excellence in highly trained personnel, research and development facilities.

WHEREAS Vi and Institute are interested in entering into an MOU, to explore the development of technologies, improve capabilities of common interest and engage in research projects initially in, but not limited to, the areas of software and hardware systems.

1. **Term**

This MOU is valid for a term of 5 years, unless terminated earlier or extended by mutual agreement of parties at least 30 days prior to expiry.

2. **Purpose**

The purpose of this MOU is to establish a common platform between the Institute and Vi Microsystems Pvt. Ltd., which facilitates a) Establishment of Centre for Research and Development of Embedded Kits and (b) the employees of Vi Microsystems an opportunity to pursue their higher studies / research.

The parties hereto do jointly plan and execute activities for research and development of Embedded Kits with the technical know-how developed at **MOOKAMBIGAI COLLEGE OF ENGINEERING** and also for mutual development of the staff from both participating organizations.

A joint steering committee (JSC) would be set up to undertake and monitor the activities. The activities will be related to different departments and not restricted to any specific department.

Proposed Activities

2.1 Establishing the 'R&D Center for Embedded Kits':

Vi will co-operate and take active part in establishing the 'R&D Center for Embedded Kits' at the Institute premises. The Institute shall provide the technical know-how, Laboratory setup and work space and Vi the necessary resources: hardware, manufacturing infrastructure and R&D Engineers at frequent intervals for the effective set up and jointly running of the proposed center.

2.2 Projects:

Vi will recommend project work and provide guidance to the PG and UG students of the Institute in implementation. Vi would recruit some of the successful candidates from the completed projects, every year and the company's decision in the process would be final and binding on the Institute.

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2.3 Deputation of Vi employees for higher studies:

Vi will encourage their employees to attend various training programs. The Institute will establish a plan / curriculum to accommodate them in such a way that the employees involvement in their regular business / projects are least affected.

2.5 Sabbatical for the Institute's faculty:

The Institute may depute their faculty to the premises of Vi for a period of 4 to 12 weeks. The intent of the deputation is (a) for a better understanding of the academicians in running projects in a real (business) life scenario and (b) teaching the Vi employees on a few chosen subjects / topics.

3. Responsibilities of the Institute

The Institute will also arrange the following resources:

- A senior & experienced faculty to interact with Vi who would capture and communicate requirements of the R&D activity, create the calendar of activities, and execute and coordinate effectively between Vi and the Institute.
- Laboratory facility with relevant testing equipments for the R&D effort.
- Workspace for the R&D Engineer of Vi.
- Provide boarding & lodging facility for the R&D Engineers of Vi during their visit to the Institute.
- Access to department library, E-Library and Publications.
- Faculty members to impart specific technical knowledge to Managers and associates of Vi.

4. Responsibilities of Vi Microsystems Pvt. Ltd.

Vi Microsystems will provide the following resources:

- A senior professional to co-ordinate for the success of this MOU.
- Provide all the hardware / manufacturing facility requirements for the R&D activity.
- Experienced project/technical managers to interact with students in the projects assigned by the company.
- Vi Microsystems agrees that institute can send some students to visit their plant in Chennai for a real time Project exposure and also for Project work for M.E. students in their Chennai Facility.

5. Miscellaneous

5.1 This Memorandum shall commence from the date of its signing and shall continue for a period of five years from the date thereof and be automatically renewed for successive period of one year, unless either party notifies in writing to the other party of its intention to terminate this MOU thirty days in advance.

5.2 The parties hereby agree that they shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party, as long as there is no violation of the confidentiality agreement.

5.3 The Parties may constitute a JSC to manage and execute the cooperative activities mentioned in this MOU.

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- 5.4 Each Party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this MOU. When necessary and as mutually agreed, the parties may hold working meetings. One party shall notify the other party of any modification in writing in case of change in the assigned personnel.
- 5.5 All conditions, changes, erasures, amendments, waivers, etc in MOU or related to this MOU shall only be in writing, duly executed by both the parties.
- 5.6 This MOU sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.
- 5.7 The parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences or disputes are not settled amicably, then they shall be finally settled by arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Trichy in the state of Tamil Nadu.
- 5.8 The parties involved in projects shall adhere to policy of Vi regarding confidential information, non-disclosure of information and intellectual property right. This will be shared with the students and faculty before project starts.
- 5.9 Financial commitment if any shall be evaluated and mutually agreed to.
- 5.10 In view of smooth operation and timely completion of project, students shall follow Vi for project performance and management.
- 5.11 The Institute shall subject to the written consent of Vi assign contact person who will be a professor who will be responsible for project management of all projects assigned by Vi under this Agreement.
- 5.12 The Institute agrees and acknowledges that there is no restriction on Vi from hiring any students or any Institute's representatives.
- 5.13 Institute agrees to ensure that its students, faculties or any representatives shall not get in touch with the customer directly but shall liaison all the information required for executing the project through Vi.

6. Confidentiality

- 6.1 The Institute acknowledges that Confidential and Proprietary Information of Vi Microsystems is acquired by Vi at a great expense and with significant investment. Accordingly such Confidential and Proprietary Information possesses intrinsic value for Vi and represents its valuable business asset. The Parties further acknowledge that unauthorized disclosure of Confidential and Proprietary Information of Vi will significantly diminish the value of the Confidential and Proprietary Information and cause substantial injury to Vi, its Confidential and Proprietary Information is the subject of such unauthorized disclosure.
- 6.2 In the premises aforesaid, the Institute agrees and undertakes to hold the Confidential and Proprietary Information of Vi in strict confidence and will ensure that the Confidential and Proprietary Information of Vi is not disclosed to any third person without the express written consent of Vi received prior to such disclosure.

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P. R. N.
Vi Microsystems Pvt. Ltd.
Chennai

6.3 The Institute agrees and undertakes that within its respective organization, Confidential and Proprietary Information of Vi will be shared with employees and students strictly on a "need-to-know" basis. The Institute further agrees to bind its employees and students to whom the Confidential and Proprietary Information of Vi is disclosed with Confidentiality Agreements.

6.4 It is specifically agreed that neither the Institute nor its employees, faculties, students or any of its representatives shall showcase or publicize the projects along with/without the customer details or use it as a case study in any conferences, classrooms or before any third party.

7. Intellectual Property Rights

The ownership in all new ideas, inventions, innovations or work product conceived and developed by students and employees of the Institute while doing the projects commissioned by Vi under this Agreement either independently or with joint efforts of Vi will be with Vi. It is agreed upon by the Institute that neither the Institute nor its employees, faculties, students or any of its representatives will have any publication or broadcasting rights in respect of such projects without prior written approval of Vi Microsystems Pvt. Ltd. The Institute agrees that it shall have no ownership rights in the work products developed. In turn Vi will consider suitable financial benefits to the Institute by way of compensation to the Institute Faculty and Students involved in the work on a case by case basis, based on deliverables and can be discussed Project wise.

8. Other terms

i) Force Majeure:

Force Majeure shall mean any cause which is beyond the control of the party invoking force Majeure, including, but not limited to, and whether or not of the same class or kind as, the following: any law, decree, regulation, order of any government authority, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or fire, flood, earthquake, storm, explosion, or acts of God.

If either party is prevented from or delayed in carrying out any of this Agreement by reason of Force Majeure, the party whose performance is so prevented or delayed, upon prompt written notice thereof to the other party, shall be excused from such performance to the extent and during the period of such prevention or delay.

ii) Severability:

If any part, term or provision of this Agreement is held to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected.

During the pendency of any arbitration, each party shall continue to perform its outstanding obligations pursuant to this Agreement.

iii) Independency of Parties:

Parties shall be treated as independent contractors and no relation of any agreement, employer-employee or university – student shall subsist between the parties.

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IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

For and on behalf of
**MOOKAMBIGAI COLLEGE OF
ENGINEERING**


Dr. R. Elangovan
Principal
Mookambigai College of Engineering
Srinivasa Nagar, Kalamavur,
Pudukkottai-Dt - 622502

For and on behalf of
Vi Microsystems Pvt. Ltd.

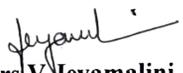

Dr. Vijayarajeswaran
Managing Director
Vi Microsystems Pvt. Ltd.
Chennai.



In The Presence of


1. **Dr. P. Vasudevan**
Director
Mookambigai College of Engg.


1. **Mr. V. Anand**
Marketing Executive
Vi Micro Systems, Chennai


2. **Mrs. V. Jeyamalini**
HOD / EEE
Mookambigai College of Engg.


2. **Mr. L. Victor**
Marketing Executive
Vi Micro Systems, Chennai