



தமிழ்நாடு தமிழ்நாடு TAMILNADU

16 MAY 2024

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REGISTRAR

B.S. ABDUR RAHMAN CRESCENT INSTITUTE
OF SCIENCE AND TECHNOLOGY
CHENNAI

O. Swathi
O.SWATHI (S.V.)
3, LOGANATHAN STREET
TAMBARAM, CHENNAI-47
No. 9591/B1/2000 DT. 7.9.2006
Cell: 90945 80807.

MEMORANDUM OF UNDERSTANDING

Between

Edveon Technologies



And

B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE &
TECHNOLOGY



B.S. Abdur Rahman™
Crescent
Institute of Science & Technology
Deemed to be University u/s 3 of the UGC Act, 1956

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This Memorandum of Understanding (MoU) is made on 17.05.2024 at Chennai, between "B.S. Abdur Rahman Crescent Institute of Science and Technology (BSACIST)", Seethakathi Estate, Vandalur, Chennai-600048, a deemed to be University established under sec. 3 of the UGC Act, 1956 and "Edveon Technologies" having its registered and corporate office at 1/3A, 3B, Siruseri-Natham Link Road, Siruseri, Chennai-600130.

WHEREAS **Edveon Technologies** (hereinafter referred as "Industry") is a business organization engaged in VLSI industry with a team of highly skilled engineers, will work closely with product engineering companies to ensure that their chip design complies with industry standards.

WHEREAS **B.S. Abdur Rahman Crescent Institute of Science and Technology** (hereinafter referred as "Institute") is engaged in conducting research and development in various technological and engineering areas, having highly experienced academicians, research personnel along with well equipped laboratories.

WHEREAS both the parties are interested in entering 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 Memorandum of Understanding 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 three years, unless either party notifies in writing to the other party of its intention to terminate this MoU thirty days in advance.

2. Purpose

The purpose of this MoU is to establish a common platform between the Institute and Industry, which will give an opportunity

- (a) for students to get trained under expert guidance of Industries and
- (b) for the employees of INDUSTRY to pursue their higher studies / research.

The parties hereby agree to plan jointly and execute activities for development of technical skills and increase overall acceptability of students by the INDUSTRY, through project work at undergraduate, postgraduate levels and joint research projects for Ph.D. Also, plan and



execute joint activities 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 all departments of the INSTITUTE and not restricted to any specific department.

Proposed Activities

2.1 Projects:

INDUSTRY will recommend project work / laboratory exercises and provide guidance to the students at the INSTITUTE. This may involve periodic visits by INDUSTRY professionals to the INSTITUTE and vice versa. INDUSTRY will provide guidance for completion of these projects by availing the facilities at the department.

The INDUSTRY would make an effort to recruit some of the candidates who has successfully completed their projects in the industry every year and the company's decision in the process would be final and binding on the Institute.

2.2 Deputation of INDUSTRY employees for higher studies:

INDUSTRY will encourage their employees to pursue their higher studies – B.Tech Lateral Entry, M.Tech (VLSI & Embedded System), PhD programs and certification courses / various other training programs offered in the INSTITUTE.

The INSTITUTE will offer the training program to the employees of the INDUSTRY if there is a need in the following domain and not limited to.

- a. Digital Design Verification using System Verilog

2.3 Sabbatical for the Institute's faculty:

The INSTITUTE may depute their faculty (subject to availability) to the premises of the INDUSTRY for a limited period. The intent of the deputation is (a) for a better understanding of the academicians in handling projects in a real time scenario and (b) upskilling the INDUSTRY employees on a few chosen courses / topics.



2.4 Joint submission of project proposal to the Govt Agencies:

The INSTITUTE will come up with project proposal and discuss with INDUSTRY for the submission of possible joint research proposal to the appropriate agencies for securing research grants/funds.

2.5 Value Added Course

Value added courses in thrust areas will be jointly organized by INDUSTRY and INSTITUTE, to benefit both.

This Value added course shall be offered for BE/B.Tech/M.Tech/Research Scholars from INSTITUTE and other institutions as well as from industry. The Syllabus will be prepared jointly by INDUSTRY and INSTITUTE.

2.6 Placements

Based on the hiring plans, INDUSTRY will visit the INSTITUTE for placement of B.Tech, Electronics & Communication Engineering, Electronics & Computer Engineering, Electrical & Electronics Engineering, Electronics & Instrumentation Engineering students, M.Tech (VLSI & Embedded Systems).

3. Responsibilities of the Institute

The INSTITUTE will arrange the following resources:

- A senior and experienced faculty to interact with INDUSTRY who would capture and communicate the requirements of the Institute, create the calendar of activities/events, execute and coordinate effectively between INDUSTRY and the INSTITUTE.
- Access to department library, E-Library and Publications.
- Faculty members impart specific technical knowledge to Managers and associates of INDUSTRY as and when required.

4. Responsibilities of the Industry

The INDUSTRY will provide the following resources:

- A senior professional to co-ordinate for the successful implementation of this MOU.
- Experienced project/technical managers to interact with students in the projects assigned by the company.



- Provide experts for exchange of academic information with students.
- To impart specific technical knowledge to faculty members of the Institute as per the requirement of the projects offered.

5. Miscellaneous

5.1 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 Clause.

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

5.3 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 a change in the assigned personnel.

5.4 All conditions, changes, erasures, amendments, waivers, etc. in the MoU or related to this MoU shall only be in writing, duly executed by both the parties.

5.5 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.

5.6 The parties shall make their 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 Chennai in the state of Tamil Nadu.

5.7 The parties involved in projects shall adhere to the policy of Industry regarding confidential information, non-disclosure of information and intellectual property rights. This will be shared with the students and faculty before the project starts.

5.8 Financial commitment, if any, shall be evaluated and mutually agreed to.



- 5.9 For the smooth operation and timely completion of a project, students shall follow Industry guidelines for project performance and management.
- 5.10 The Institute shall, subject to the written consent of Industry, assign a contact person preferably a senior faculty with sufficient experience, who will be responsible for management of all projects assigned by Industry under this Agreement.
- 5.11 The Institute agrees and acknowledges that there is no restriction on Industry from hiring any students or any Institute's representatives, with prior approval of the competent authority of the Institute.
- 5.12 The Institute agrees to ensure that its students, faculty, or any representatives shall not get in touch with the customer directly but shall liaise through the industry for getting additional information, if any for execution and successful completion of the project.

6. Confidentiality

- 6.1 The Institute acknowledges that the Proprietary nature of Information of INDUSTRY is acquired by INDUSTRY at a great expense and with significant investment. Such Proprietary Information is confidential and possesses intrinsic value for Industry and represents its valuable business asset. Hence the parties acknowledge that there shall be no unauthorized disclosure of Confidential and Proprietary Information of Industry since it will significantly diminish the value of the Confidential and Proprietary Information and cause substantial injury to INDUSTRY.
- 6.2 In the premises aforesaid, the Institute agrees and undertakes to hold the Confidential and Proprietary Information of INDUSTRY in strict confidence and will ensure that the Confidential and Proprietary Information of INDUSTRY is not disclosed to any third party without the written consent of INDUSTRY received prior to such disclosure.
- 6.3 The Institute agrees and undertakes that within its respective organization, Confidential and Proprietary Information of Industry 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 Industry is disclosed with "Confidentiality Agreements".



- 6.4 It is specifically agreed that neither the Institute nor its employees, faculty, 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 including Social Media platforms.

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 INDUSTRY under this agreement either independently or with joint efforts of INDUSTRY will be with INDUSTRY. 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 INDUSTRY. The Institute agrees that it shall have no ownership rights in the work products developed. In turn INDUSTRY will consider paying suitable financial benefits to the Institute by way of compensation to the Institute, Faculty and Students involved in the work on a case-to-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 the terms 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:

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

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

For Edveon Technologies



Authorized Signatory
Mr. Mukesh Vaidyanathan
Chief Strategy Officer



Witness:



Name: Harikaran . V. S

Designation:

Vice President

For B.S. Abdur Rahman Crescent Institute of Science & Technology



Authorized Signatory
REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048.

Witness:



Name:

Dr. C. Thareni
DEAN

School of Electrical & Communication Sciences
B.S. Abdur Rahman

Designation:

Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048.

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