

**MEMORANDUM OF UNDERSTANDING
[CENTRE OF EXCELLENCE]**

BETWEEN

**TEST AND VERIFICATION SOLUTIONS
INDIA PVT LTD**

**[A SUBSIDIARY OF TESSOLVE
SEMICONDUCTOR PVT LTD]**



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**SRI VENKATESHWARAA COLLEGE OF
ENGINEERING AND TECHNOLOGY**



This Memorandum of understanding (herein after called as MoU) is entered into by and between SRI VENKATESHWARAA COLLEGE OF ENGINEERING AND TECHNOLOGY (herein after called as SVCET) a foremost multi professional research-led academic Institution providing value based education, research and consultancy in Engineering and Management and to bring out technically competent, ethically strong and quality professionals located at No. 13A, Pondy - Villupuram Main Road, Ariyur, Puducherry 605102 and M/s. **Test and Verification Solutions India Pvt Ltd [A Subsidiary of TESSOLVE SEMICONDUCTOR PVT. LTD]** (herein after called as T&VS), the leader in IC Design, Verification and Validation, Test Engineering, Embedded Systems, Application Software and Security, and Device Level having its principal place of business at No. 21 C, 1st Floor, 5th Cross Street, South Phase, Guindy Industrial Estate, Guindy, Indira Nagar, Chennai, Tamil Nadu 600032

SVCET and T&VS shall be referred to collectively as "Parties" and individually as a "Party"

1. AREAS OF COLLABORATION

The parties agree to collaborate in the following areas/ items:

- ⌚ The objective of this MoU is to provide a platform to build a strong relationship between T&VS and SVCET for exploring the technology development in VLSI design, Embedded IOT, Wireless, AI & ML and to improve capabilities of common interest and engage in research projects.
- ⌚ The common goals of the MoU are:
 - ☞ To develop and foster strategic linkages such as National / International Conferences, Industry Seminars & Workshops, Guest Lectures, joint research proposal, collaborative projects and consultancy between SVCET and T&VS.
 - ☞ To offer Continuing Education courses – Credit based to students, technicians and faculty
 - ☞ T&VS will be a Technical Advisor in the academic activities of SVCET
 - ☞ To help to bridge the gap between academia and industry.
 - ☞ To provide Internship for the students of SVCET.
 - ☞ To offer Mini Project and Main Project Guidance to students.

2. NATURE OF MEMORANDUM

Through this MoU, T&VS and SVCET University intend to develop a special relationship, whereby the Parties shall enable effective knowledge sharing to the extent possible from time to time, exchange technical skills, bridge the platform between industry and institution, and to enhance students and faculty to fill their skill gaps and to create a conducive atmosphere for the betterment of the society.



3. TERMS AGREED

3.1 CONTINUING EDUCATION Programs

T&VS will facilitate and arrange Technical Hands-on Training Programs to students periodically [VLSI, Embedded IOT, wireless, AI & ML] to get them motivated to become successful professionals and vice versa; **SVCET** will provide expertise and its facilities like utilization of **SVCET** library, Lab & materials for higher studies to **T&VS**. It is agreed to have periodical presentation of papers from the learned faculty members of the Institution and **T&VS**, on mutual consent.

3.2 PROJECT WORK

T&VS may offer Project Guidance to **SVCET students** for project works aimed at building confidence to get prepared for smooth transition from academic to a professional working environment and help the students to do their mini & main projects as part of their academic requirements.

3.3 RESEARCH & DEVELOPMENT

T&VS may allow students and faculty members of the **SVCET** for COE - Research and Development work related in their fields wherever appropriate and feasible.

3.4 PLACEMENTS

As and when deemed necessary, **T&VS** may absorb the eligible students of the **SVCET** for their manpower requirement strictly as per **T&VS** conditions and placement process.

3.5 INTERNSHIPS

T&VS may allow students to undergo internships based on the availability for the eligible shortlisted students of **SVCET**.

3.6 MONITORING

A steering committee will subsequently be formed to decide policy direction for working together. The steering committee shall meet at least once in year to review the progress in the terms contained in this MoU. Two of the members of the steering committee, one each from the **SVCET** and **T&VS** will function as its Secretaries for the purpose of communication and coordination.

4. Confidentiality

Both the Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this MoU and agreed not to disclose the same to any third party. Each Party agrees to hold proprietary and Confidential Information of the other Party in confidence and to protect it against disclosure to the public and third parties and shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information to the public and third parties. **SVCET** agreed for not allowing any competitors of **T&VS** and also will not share any information's to others. **SVCET** agrees that it shall not reverse engineer the **T&VS**'s products, or otherwise attempt to decompile or attempt to learn



the source code or designs embedded within such products provided to it under this MOU. Each Party shall immediately give notice to the other Party of any unauthorized use or disclosure of the Confidential Information.

Each Party agrees to assist the other Party in remedying any such unauthorized use or disclosure of the Confidential Information.

For the purposes of this MOU, "Confidential Information" shall mean all proprietary information of the Disclosing Party including but not limited to commercial, technical and artistic information relating to the its establishment, business, operation, maintenance and promoting of its own services, programming techniques, experimental work, customers, clients and vendors of the Disclosing Party, financial information, marketing plans, business plans, project plans, information relating to, operating income, organization, customer lists, price calculation models, software, technology, methods, documentation, designs and materials and source code and general trade secrets and Intellectual Property of the Disclosing Party, as well as any other information labeled "Confidential" by the Disclosing Party or accessible to or provided to Recipient, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. The Disclosing Party shall have no obligation to specifically identify any information to which the protection of this Agreement extends by any notice or other action, and the Recipient agrees that all such information relating to the business, affairs or employees of the Disclosing Party, shall be deemed Confidential Information, except to the extent that any such information (a) is known or becomes known to the general public other than as a result of unauthorized disclosure by the Recipient (b) is received by the Recipient on a non-confidential basis from a third party lawfully possessing and entitled to disclose such information; or (c) is independently developed by the Recipient without use of the Confidential Information (d) it was already in the lawful possession of the Recipient and at its free disposal without any obligation of confidence before the Disclosing Party's first disclosure of it to the Recipient. "Disclosing Party" shall mean the Party disclosing any Confidential Information and the Party receiving such information shall be referred to as the "Recipient"

The Partner acknowledges that a breach by the Partner of this Clause may cause the disclosing Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the disclosing Party may institute an action to enjoin the other Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the disclosing Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the disclosing Party may be entitled to at law or in equity.

The Parties agree not to communicate any information in violation of the proprietary rights of any third party.

Upon termination of this MOU or on request of the Disclosing Party, the Recipient shall (i) return all Confidential Information in its possession to the Disclosing Party or (ii) destroy



such Confidential Information on the receipt of the request of the Disclosing Party and provide a document certifying such destruction.

This Clause shall survive termination or expiry.

6. Validity and Termination

This MoU takes effect from [25-08-2022] and is valid for a period of three years from the date of signing with option for automatic renewal. Thereafter either party may terminate the MoU by giving to the other party 90 days' notice in writing. In addition, either party may terminate this agreement forthwith if the other party has committed a material breach and failed to remedy the same despite 14 days' written notice, but without prejudice to antecedent breaches.

This joint arrangement is aimed at providing facilities and service on mutually beneficial basis, focused towards increasing the employability of the Students and makes them suitable to serve India Electronics and **Semiconductor Association** (IESA). While these common facilities of **T&VS** is intended for Common Use of Members and others, wherever applicable, any cost will have to be borne by the benefiting students or others.

SVCET is to ensure that the students are such people aimed to get benefited and **SVCET** has to give priority to **T&VS** in the routine outbound learning and training related activities.

7. Representations and Warranties

Each Party represents and warrants to the other that it has full power and authority to enter into this MOU and to take any action and execute any documents required by the terms hereof, and that this MOU has been duly authorized by all necessary corporate proceedings, has been duly and validly executed and delivered by the Party, and is a legal, valid and binding obligation of the Party, enforceable in accordance with the terms hereof; and that the executants of this MOU on behalf of the Party has been duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein set out.

8. Indemnity

Each Party ("**Defaulting Party**") agrees to indemnify and save harmless the other Party ("**Indemnified Party**") its successors, assigns, Affiliates, officers, directors, agents and Representatives against all liabilities, claims including third party claims, losses, damages and expenses arising as a result of breach of any obligations under this Agreement.

In no event shall either Party be liable to the other for any indirect, consequential, incidental, speculative or special damages arising from any claim or action hereunder, based on contract, tort or other legal theory, and whether advised of the possibility of such damages.

9. Governing Law and Jurisdiction



This MOU shall be governed by and construed in accordance with the laws of India excluding its conflict of law's provisions.

In the event of any dispute between T&VS and SVCET arising out of or in relation to the MOU, including without limitation, regarding the existence, validity, application or interpretation thereof (collectively, the "Dispute"), the aggrieved Party shall promptly notify the other Party of such Dispute. If the Parties fail to resolve the Dispute within ten (10) days from the date of such notice, each Party shall, within five (5) days thereafter, escalate such Dispute to a member of its senior management team. In the event the Parties are unable to resolve their Dispute within a period of fifteen (15) days from the date the Dispute is escalated to the senior management, either Party may refer the Dispute for final resolution to the courts at Bengaluru, India which shall have the exclusive jurisdiction to resolve Disputes that arise under these Terms and/or any MOU.

10 Miscellaneous

Entire Agreement: This MOU, constitutes the entire agreement between the Parties with respect to the subject matter hereof and there shall be no terms, obligations, covenants, representations, warranties, statements, or conditions other than those contained herein.

10.1 Severability: If any provision of this MOU was held by an arbitration tribunal or court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such a provision shall not affect the other provisions of this MOU and all provisions not affected by such invalidity shall remain in full force and effect. The Parties agree in good faith on new provisions to replace the invalidated provisions, as close as possible to the Parties original intent.

10.2 Modification: Any modification to this MOU shall be mutually made in writing by way of an amendment signed by both the Parties.

10.3 Assignment: Neither Party may transfer or assign any right or obligation arising under this MOU to a third party with prior consent of the other Party.

10.4 Waiver: No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party.

10.5 Notice: Notices and other written communications between the Parties to this MOU shall be deemed received (a) when personally delivered by courier/messenger or by successful facsimile transmission, or (b) five (5) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) when actually received if given in any other



manner.; or (c) if no delivery failure message has been received by the sender in case of an electronic mail. All such notices and other communications shall be sent to the addresses of the Parties set forth above, or such other (different and additional) places they may designate by like notice from time to time.

10.6 Heading: Titles of Clauses are included for convenience of reference only and shall not affect the interpretation of this MOU.

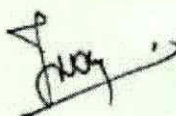

10.7 Costs and expenses: Each of the Parties hereto shall pay their own costs and expenses (including the fees and costs of any financial or technical advisors, lawyers or accountants engaged by it) relating to the negotiation, preparation and execution of this MOU and all other related documents. Any costs/charges related to the payment of stamp duty w.r.t this MOU shall be borne equally by the Parties.

Read, Understood and Consented

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

ON 25-08-2022

For TEST AND VERIFICATION SOLUTIONS INDIA PVT LTD [A SUBSIDIARY OF TESSOLVE SEMICONDUCTOR PVT LTD]

Sundararajan TNK

Vice President -Global Sales Operations

For SRI VENKATESHWARA COLLEGE OF ENGINEERING AND TECHNOLOGY


SRI VENKATESHWARA COLLEGE OF
ENGINEERING & TECHNOLOGY
ARISUR, PUDUCHERRY - 605 102.

Witness:

1. 
2. 