

MEMORANDUM OF UNDERSTANDING (MoU)
6th December, 2021

BETWEEN



Maven Silicon Softech Private Limited, Bangalore – India

&



APS College of Engineering

FOR

VLSI TRAININGS AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6th DAY of December - Two Thousand and Twenty One (6/12/2021), by and between

M/s. Maven Silicon Softech Private Limited with registered office at # 21/1A, III Floor, Marudhar Avenue, Gottigere, Bannerghatta Road, Bangalore - 560076, Karnataka – India with **GSTIN No: 29AAGCM3939H1Z4** as **THE FIRST PARTY** represented herein by its **Sr. Manager– Udayachandar** [hereinafter referred as '**First Party**' (**PARTY 1**)].

AND

APS College of Engineering, in Somanahalli, Kanakapura Road, Bangalore-560082. with **GST No: 29AAATA1253BIZC** as **THE SECOND PARTY** represented herein by its **Professor and Head – Dr. Jagadeesh H.S** (hereinafter referred to as "**Second Party**" (**PARTY 2**)). The Second Party is seeking VLSI training services which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**PARTIES**' and individually as '**Party**') as

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Purpose of the AGREEMENT & MOU

This Agreement is entered between both the PARTIES in good faith, where the First Party undertakes responsibility to educate the Trainee / Student in the field of Semiconductors (Mainly including VLSI Design [Very Large-Scale Integration]), and to gain practical knowledge by utilising the services made available only for the Online/ Blended/ Virtual learning process.

2. Scope and Terms of Interactions of the MOU

For the purpose of this Agreement - MOU, the term "**the Disclosing Party**" shall be the PARTY 1 that discloses confidential information to the Receiving Party and the term "**the Recipient**" shall be the PARTY 2 that receives Confidential Information from the Disclosing Party. The PARTY 2 will share with PARTY 1 only such information like, name, email and mobile number towards having the students get enrolled for the VLSI online training program.

Both PARTY 1 and PARTY 2 shall encourage interactions between the Trainers from Party 1, Faculty members and Students from Party 2 through the following arrangements:



- a) Practical/ Internship training of PARTY 2 students and staff with respect to the selected courses.
- b) To conduct joint webinars/workshops at PARTY 2 premises to bring awareness of the VLSI Programs.
- c) To conduct FDP for the eligible staff members of PARTY 2
- d) Guiding students of PARTY 2 towards their participation in the VLSI Training Programs that are included in each semester / final semester as internship.
- e) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- f) PARTY 1 will raise a **Quotation** with costs on case-to-case basis, which will be shared with PARTY 2. Once the Quotation is approved and signed with seal by PARTY 2, PARTY 1 will create the access to the cloud-based learning platform as per the Quotation (number of students/semester, training courses, validity of the course, number of licenses etc.)
- g) Practical/ Internship training of PARTY 2 students and staff, at PARTY 1 facility.
- h) Providing Lab environments and experience on projects at PARTY 1 facility.
- i) Auditorium / rooms sufficient for in person meetings with students / faculty shall be provided at facilities of PARTY 2 to PARTY 1 for conducting such seminar / workshops.

3. Confidentiality and IPR

"Confidential Information" shall mean all such information that comprise of **"Intellectual Proprietary Rights"** of the PARTY 1 including but not limited to terms of this Agreement, data or facts collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the PARTY 2, or declared or identified so by the disclosing party before such disclosure or during the discussions.

- a) Power Point Presentations [PPTs], hard copy materials, source codes of the projects and lab exercises, videos and technical contents of the Learning Management System – MASS [Maven Support System], ELearning platform (<https://elearn.maven-silicon.com>) , commercial, technical and artistic information relating to PARTY1, business , operation, maintenance, marketing and promoting of its own services, experimental work , software, technology, methods, documentation, designs and materials and general trade secrets of PARTY1 are intellectual property of PARTY1, as well as any other information labeled "Confidential" by PARTY1 or accessible to or provided to the Trainee under this Agreement, 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.
- b) Ownership of Confidential Information: The PARTY 1 has the Sole ownership of the Confidential Information as per the Intellectual Property Rights defined at <https://elearn.maven-silicon.com/policies> . The PARTY 2 and its students who have enrolled for the courses only have the right to use the confidential information for educational purposes during the course of Training Period.
- c) At all times, PARTY 2 understands and agrees that the training materials including the access to PARTY 1's **elearn cloud based platform** shall not be shared by it's trainee / student, to any third party, whatsoever. Under any circumstances, if it comes to the

knowledge of the trainee that such training materials are in possession of any third party, the trainee shall immediately promptly bring it to the notice of the PARTY 1.

- d) The PARTY 2 understands and agrees that any patent or copyright or any other Intellectual Property developed by the Trainee during the Training period by utilizing the services and facilities of the PARTY 1, shall solely vest with the PARTY 1 only.
- e) All the Documents pertaining to confidential information shall be returned to the PARTY 1 by the Trainee once the Training is complete or as and when requested or directed by the PARTY 1.
- f) The PARTY 2 hereby acknowledges that Party 1 possesses competitively valuable Confidential Information regarding their current and future training solutions for the semiconductor industry and Engineers/Students doing EEE/ECE from all over the world, especially the rates offered by PARTY 1 to PARTY 2, and special engagement fees.
- g) During the tenure of the MOU both PARTY 1 and PARTY 2 will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- h) Both PARTY 1 and PARTY 2 shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.
- i) Further both PARTY 1 and PARTY 2 shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

4. Amendments

Any amendment and/or addenda / annexure to the AGREEMENT shall be in writing and signed by both the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

5. Effective date and Duration of the MOU

- a) This MOU is signed on 6th December 2021 and shall be effective from the date of signing of both PARTY 1 and PARTY 2 by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of two years (24 calendar months) from the effective date.
- c) During its period, the MOU may be extended or terminated by a prior notice of not less than three months (3) by either party. However, termination of the MOU will not in any manner affect the interests of the students/ faculty, who have been admitted to pursue a programme under the MOU but not exceeding the validity of the course duration as mentioned in the Quotation.
- d) Any clause or terms of the MOU may be modified or amended by mutual agreement of PARTY 1 and PARTY 2 in writing.

6. Resolution of Disputes

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts in Bangalore, Karnataka - India.

- b) The dispute or difference whatsoever arises between the PARTIES in relation to or in connection with this AGREEMENT both the PARTIES shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. **The arbitration proceedings** shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Bangalore, Karnataka - India and Language of arbitration shall be English.

7. Miscellaneous


- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both PARTY 1 and PARTY 2 shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/ negotiations and correspondence pertaining to it shall become null and void.
- d) All obligations created by this Agreement shall survive change or termination of the PARTIES' business relationship for a period of no more than two (2) years.
- e) Audio-recording or videotaping of the ILT, VILT and Online Courses trainings is not permitted.
- f) PARTY 1 (Maven Silicon Softech Private Limited) reserves the right to substitute an instructor(s)
- g) Course prices are subject to change without notice
- h) Once you accept and have your staff enrol in the training program offered by PARTY 1, automatically the privacy policy and terms and conditions as mentioned in the website will be legally binding on the staff, students, management and faculty of PARTY 2:
<https://www.maven-silicon.com/privacy-policy#> , <https://www.maven-silicon.com/terms-and-conditions> , <https://elearn.maven-silicon.com/privacy-policy> and <https://elearn.maven-silicon.com/policies>



IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

PARTY ONE (1):

By signing this MOU, I also confirm that,
I am authorized to sign on behalf of,
Maven Silicon Softech Pvt Ltd

Signature: 


Name: **Mr. S K U Udayachandar**

Title: **Sr. Business Development Manager**

Date: **07/03/2022**

PARTY TWO (2):

By signing this MOU, I also confirm that,
I am authorized to sign on behalf of,
APS College of Engineering




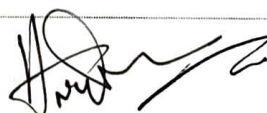
Signature: 
HOD OF ECE
APSCE, SOMANAHALLI
BANGALORE - 560116

Name: **Dr. Jagadeesh H.S.**

Title: **Professor and Head**

Date: **7/3/2022**

Name of PARTY 1 : Maven Silicon Softech Pvt Ltd	Name of PARTY 2 : APS College of Engineering
Address # 21/1A, III Floor, Marudhar Avenue, Gottigere, Bannerghatta Road, Bangalore - 560076, Karnataka – India	Address Somanahalli, Kanakapura Road, Bangalore- 560082
Contact Details: 9148372555	Contact Details: 9480101286
E-mail : uday@maven-silicon.com	E-mail : hodeceaps@gmail.com
Web: www.mavensilicon.com	Web : https://apsce.ac.in

Witness	
1  Mr. Subho Chakraborty Sr. Business Development Manager	1  Mrs. Sumana Achar Assistant Professor
2  Mr. Veeresh S G Manager – HR & Operations	2  Ms. Usha H.N Assistant Professor

