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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein called as the 'MOU') is entered into on this 22nd Day of January, Two Thousand Twenty-Five (22-01-2025), by and between **Dept. of ECE of M/s. J.N.N Institute of Engineering, the First Party** represented herein by its **Assistant Professor, Dr. Anand Kumar** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Active Infratel Private Limited, the Second Party represented herein by its Circle Head Bihar & Jharkhand State, Er. Ashwini Rohit, (hereinafter referred to as "Second Party", company 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

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'Parties' and individually as 'Party') as

WHEREAS

- A) First Party is a Higher Educational Institution department named:TheDepartment of Electronic and Communication Engineering, J.N.N Institute of Engineering
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- c) The Parties intend to cooperate and focus their efforts on cooperation within area of Social Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Active Infratel Private Limited is a Private Company involved intelecom consultancy and offering man Power Workforce Solutions and Telecom Project rollouts for Telecom Sector Clients. It is also a leading supplier of resources to frontline Telecom companies in India.
- F) Active Infratel Private Limited- the Second Party is located atEarth Alpha 3rd Floor office no. 1 & 2, Near Nilambar Society, VasanashayliRoad, Vadodara, Gujarat, India.

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

CLAUSE 1CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The

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Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial/social scenario meaningfully.
- 2.3 Training: The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- 2.4 Research and Development: Both Parties have agreed to carry out joint research activities in the fields of the development of telecommunication products, and work together on students' training and internship, etc.
- 2.5 Guest Lectures: TheSecond Party to extend the necessary support to deliver guest lectures to the students of the First Party on telecommunication systems like BTS, MW and GSM trends, telecom tower installation and maintenanceand other in-house requirements.
- 2.6 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training on telecommunication systems like BTS, MW and GSM and Standards in the telecommunication sector, and viceversa.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein.
- 2.8 There is no financial commitment on the part of the J.N.N Institute of

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Engineering, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until itis expressly terminated by either Party on mutually agreed terms, during which period Active Infratel Private Limited, the Second Party, as the case may be, will take effective steps for the implementation of this MOU. Any act on the part of Active Infratel Private Limited, the Second Party after the termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 DURATION OF MOU

5.1 This MOU shall remain effective from the date of execution until the end of the Three-year term (2025-2028). However, the same may also be amended, terminated, or extended by agreement. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.

CLAUSE 6RELATIONSHIP BETWEEN THE PARTIES

- 6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.
- 6.2 Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party.

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Neither Party shall have, nor represent itself as having, any authority 6.3 under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at the District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chennai.

AGREED:

For J.N.N Institute of Engineering **Authorized Signatory**

For Active Infratel Private Limited **Authorized Signatory**

J.N.N Institute of Engineering	Active Infratel Private Limited
90,UshaaGarden,	Earth Alpha 3 rd Floor office no 1 & 2, Near
Kannigaipair,UthukottaiTk., Tiruvallur	Nilambar Society, Vasanashayli road,
– 601102.	Vadodara, Gujarat, India - 390020
044-27629613, 9087774111	9771400311
principal@jnn.edu.in	ashwini.rohit@activeinfratel.com
www.jnn.edu.in	www.activeinfratel.com

WITNESS

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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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CHIPWARE TECHNOLOGIES PVT LTD

Article 5(J) Agreement (in any other cases)

MOU

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CHIPWARE TECHNOLOGIES PVT LTD

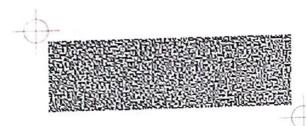
J N N INSTITUDE OF ENGINEERING CHENNAI

CHIPWARE TECHNOLOGIES PVT LTD

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(Five Hundred only)





Please write or type below this line

MEMORANDUM OF UNDERSTANDING FOR COLLABORATION

This Memorandum of Understanding ("MoU") is made and executed on this the 15th of March 2024 at Chennai by & between:

J.N.N Institute of Engineering (Autonomous) (hereinafter referred to as "JNN") Having it campus at #90, Ushaa Garden, Kannigaipair, Chennai Periyapalayam Highway, Tamil Nadu - 601 102. is affiliated to Anna University.

1. The authenticity of this Stamp certificate should be verified at 'www shollestamp com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

accredited institution running educational programs on-campus, offering degrees in Bachelors & Masters in engineering. The Institute presently has its campus at Chennai, of the **One Part**;

And

Chipware Technologies Private Limited (hereinafter referred to as "CWT"), a company incorporated under the Companies Act, 1956 having its registered office at N-44, Chipware House, 11th Cross, 9th B Main, LIC Colony, Jeevan Bima Nagar, Bangalore - 560075, India, represented by its authorized signatory Mr K Suresh Kumar, (which term shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the OTHERPART.

JNN and CWT are individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. Chipware Technologies is a company registered under Companies act, and an MSME organization is engaged in the business of providing training, engineering services and staffing services in the VLSI and Board Design activities and providing VLSI Design tools in collaboration with Precision Innovation Inc; USA.
- B. JNN is an autonomous Institution working with a mission to advance knowledge and educate students in science, technology and other areas of scholarship that will best serve the nation and the world. Research is an integral and important part of JNN, having a pool of motivated intellectual manpower and sophisticated infrastructure. JNN also has been building partnerships between academia and industry so as to reduce the gap between the basic research and its application in development of marketable products.
- C. The Parties expressed their interest in collaboration for research especially in VLSI Design and Manufacturing activities, training modules and laboratory setups. The collaboration also aims at software and hardware development, student internships, faculty consultancy projects.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. Purpose

The purpose of this MOU is to establish a basis for discussing a framework of collaborative and joint R&D activities, especially pertaining to rolling out joint skill development initiatives for engineering, and recruiting JNN students during campus placement drive. Chipware has an MOU signed with AICTE in this domain.

2. Areas of collaboration

The priority areas of collaboration under this MOU are to initially include the following but not limited to:

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a) VLSI Design and Manufacturing activities :

JNN and CWT will jointly setup cloud based virtual desktop access to students wishing to enroll for various VLSI skill development programs. These virtual desktops will enable students from across the country to access the VLSI software available at JNN premises for educational and learning purposes. Also for manufacturing the activity will be sponsored by Chipware principals based on qualification of the project.

b) Learning & Development

CWT wishes to establish research collaboration with JNN in terms of technical support, technology transfer, technical information, etc. to address the challenges faced by respective parties in the VLSI Domain.

c) Campus Recruitments

CWT will facilitate training and placements for students of JNN in the 7^{th} / 8^{th} semesters. This program will be done by CWT without any guarantee on success. The students will be placed at OEM / Tier 1 companies based on skillsets.

The parties agree to jointly work out detailed plans of work, describing more specifically the activities to be carried out in respect of above collaboration areas.

3. Ownership of Intellectual Property

- 3.1 Parties shall have ownership over the Intellectual Property in the manner Described below;
 - 3.1.1 Whenever an IP is created, solely or jointly by JNN and CWT, they will disclose to each other prior to filing the patents.
 - 3.1.2 Any know-how, discovery or patentable invention exclusively developed by CWT, shall be the exclusive property of CWT. CWT shall be the sole owner such invention, discovery or development. CWT shall have the exclusive rights to apply for and obtain any patent in respect of such invention.
 - 3.1.3 Any know-how, discovery or patentable invention exclusively developed by JNN, shall be the exclusive property of JNN. JNN shall be the sole owner of such invention, discovery or development. JNN shall have the exclusive rights to apply for and obtain any patent in respect of such invention. But if the project is selected by CWT principals for manufacturing then that IP would be made public for use by all students.
 - 3.1.4 Any know-how, discovery or patentable invention, or ideas formulated or developed by JNN and CWT together, shall be jointly owned by JNN and CWT. Any patent in respect of inventions jointly owned by CWT and JNN, shall be applied for jointly and shall be recorded as a joint patent with the appropriate Control of patents.
 - 3.1.5 Expenses of filing the patents will be borne by the institute filing for the patent. If the patent is to be filed jointly, the expenses will be shared equally.

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- 3.1.6 CWT shall have the right to use the patent in its own facilities on a non-exclusive basis. CWT also has the right to use the patent to contract-manufacture at third parties' facilities, after getting the concurrence of JNN.
- 3.1.7 If the patent/discovery is licensed by JNN or CWT to third party/parties, the royalty /revenue paid by such party/parties for the use of the patent will be shared equally by JNN and CWT.

Further, CWT can have exclusive rights to these patents on payment of additional fee / royalty to JNN to be mutually agreed at a later date.

4. Confidentiality

Both the Parties agree to enter into a separate Non-Disclosure Agreement (NDA) to maintain confidentiality of the information that may be exchanged during the course of collaboration arising out of this MoU and further agreements in this respect.

5. Liaison Faculty

Each party will designate an individual to act as program liaison for this COLLABORATION. The liaison faculty will act as advisor in academic and logistical matters of this collaborative research. The liaison for Chipware Technologies Private Limited will be Mr. K Vijayan, Technical Manager, VLSI Physical Design.

Similarly the liaison for the JNN campus will be done regularly by Chipware.

6. Effective Period and Termination

This MOU will be effective by the Parties' respective duly authorized officers as of the date of the last signature of the Parties and shall be effective through for Three (3) years. This MOU may be terminated earlier by either Party upon Sixty (60) days' prior written notice to the other.

7. Non-binding Effect

Except Articles 3 (Confidentiality), 4 (Effective Period and Termination) and 5 (Nonbinding Effect) and 6 (Dispute Resolution), this MOU does not create any legally binding obligations. The Parties understand and agree that no collaborative research begins until a separate agreement, such as a joint research agreement, is executed by the Parties. Neither Party warrants that such a separate agreement will be executed.

8. Dispute Resolution

- 8.1. The parties shall use their best endeavors to settle any dispute or claim arising out of or relating to the MoU, in subsequent agreements and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim arising, the same shall be exclusively referred to arbitration, which shall be conducted by an arbitrator in accordance with the rules and regulations of Arbitration and Conciliation Act, 1996and any statutory amendment thereof.
- 8.2. The arbitration shall be conducted, by a panel of three (3) Arbitrators, one each shall be appointed by the respective Parties, and third arbitrator shall be appointed by the arbitrators nominated by the respective Parties. The arbitrators shall provide

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their final decision, in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and any statutory amendment thereof.

- 8.3. The parties agree that the arbitration shall be conducted in English, and the place of Arbitration shall be Chennai / Bangalore.
- 8.4. The decision/award of the Arbitrators so appointed shall be final and binding upon the parties.

9. Jurisdiction

The jurisdiction for this MoU and subsequent agreements shall lie with the Courts in Chennai / Bangalore

10.Entire Agreement

This MoU constitutes the entire MoU of the parties with respect to the subject matter. This MoU may not be changed except in writing and when signed by both the parties. Any change in the scope of work covered by this MoU shall be discussed and agreed upon mutually, in writing.

11.Notices

Notices or other communications required to be given in implementing the MoU shall be in writing and may be delivered personally, by registered post or email to the address mentioned hereinabove. The dates on which notices shall be deemed to have been effectively given, shall be determined as effective date on the delivery.

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12. Annexure

The MoU implications are enclosed in detail in the enclosed Annexure.

IN WITNESS WHEREOF the Parties have signed the MoU the day and year written below on the two (2) sets, to be retained one by each party.

For CHIPWARE TCHNOLOGIES

PRIVATE LIMITED

CEO & Founder

Date: 15/02/2024

Signature _

For JNN Institute of Engineering (Autonomous)

Name and Designation

Naveen Toyachandrom Vice-Cheirmon.

Signature Dazel

Name: Pr. D. Joseph Jeyekumar

Professor & HOD ECE Department

ANNEXURE

CWT will provide the following to JNN the following:

- 1. VLSI Design Tools with Linux operating System.
- 2. Sample Databases for students to understand the flow and practice
- 3. The Technology Libraries for 130nm and 180nm Manufacturing Process.
- 4. Manufacturing of Designs :
 - a) Free Shuttle is qualified by our principals for Manufacturing Depending on how interesting the project is. IPs during this Phase will be made public.
 - b) Paid Shuttle if JNN prefers to keep all IPs of the project with JNN
 - c) If the project needs to be done on urgent basis then Paid shuttle will be applicable
- 5. VLSI Training to Faculty Online and offline.
- 6. VLSI Training to students Online and offline.
- 7. For offline Training Travelling and boarding expenses to be borne by JNN.
- 8. Support on tools as and when needed any queries will be addressed within the same day and bugs, if any will be fixed within an agreed stipulated time.
- 9. Support on IP Development at an extra cost
- 10. Live Project related support at an extra cost

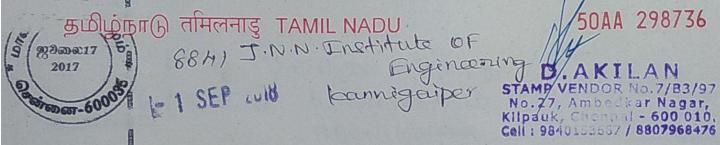
For the above activities JNN has to make the following payments each Quarter to Chipware Technologies:

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- 1.Fee for Training activity
- 2. Fee for Support activity
- 3. Fee for project activity

This fee for the same will be decided and paid on a quarterly basis.





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein called as the 'MOU') is entered into on this 28th Day of December, Two Thousand Twenty-one (28-12-2021), by and between Dept. of ECE of M/s. J.N.N Institute of Engineering, the First Party represented herein by its Vice Chairman, Mr. Naveen Jayachandran (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

M/s. IT EXPERT TRAINING, the Second Party represented herein by its Managing Partner, Mr. Muhammed Ilyas, (hereinafter referred to as "Second Party", company 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

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ENGINEERING STAMP VENDOR NO.7/B3/97 No/27, Ambedkar Nagar, auk, Chennal - 600 010. : 9840153687 / 8807968476

WHEREAS:

- First Party is a Higher Educational Institution named: J.N.N Institute of A) Engineering
- First Party & Second Party believe that collaboration and co-operation between B) themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- The Parties intent to cooperate and focus their efforts on cooperation within area of C) Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for D) advancing their mutual interests.
- M/s. IT EXPERT TRAINING IOT, Data Analytics, FDP, Machine Learning, Python E) Internships, Hands-on Workshops & Consultancy.
- M/s. IT EXPERT TRAINING the Second Party is located at 4, Zachariah Colony F) 1st Si, Zachariah Colony, Choolaimedu, Chennai, Tamil Nadu 600024



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D. AKILAN STAMP VENDOR No.7/B3/97 No.27, Ambedkar Nagar, Kilpauk, Chennal - 600 010. Cell: 9840153687 / 8807968476

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS: CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as

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may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- The budding graduates from the institutions could play a key role in technological 2.1 up-gradation, innovation and competitiveness of an industry. Both parties believe that glose co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- Curriculum Design: Second Party will give valuable inputs to the First Party in 2.2 teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- Industrial Training & Visits: Industry and Institution interaction will give an insight 2.3



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into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 Research and Development: Both Parties have agreed to carry out joint research activities in the fields of IOT, Embedded systems, Artificial Intelligence, etc. and work together in the establishment of Center of Excellence on IOT.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry read.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house

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No.27, Ambedkar Nagar,

Kilbauk, Chennal - 600 019,

Cell: 9840153687 / 88079684/6

requirements.

- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 15 % of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whats ever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the J.N.N Institute of Engineering, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or

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Chennal - 500 010 Cell : 9840153587 / 8807968

otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- This Agreement will be valid until it is expressly terminated by either Party on 4.1 mutually agreed terms, during which period IT EXPERT TRAINING, the Second Party as the case may be, will take effective steps for implementation of this MOU. Any act on the part of IT EXPERT TRAINING, the Second Party after the termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- Both Parties may terminate this MOU upon 30 calendar days notice in writing. In the 4.2 event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU 5.1 as independent contractors, and the relationship established under this MOU shall



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D. AKILAN STAMP VENDOR No.7/B3/97 No.27, Ambedker Nagar, Kilpauk, Chennai - 600 010. Cell: 9840153687 / 8807968476

not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

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Second Party



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Engineering

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D. AKILAN STAMP VENDOR No.7/B3/97 No.27, Ambedkar Nagar, Kilpauk, Chennal - 600 010. Cell: 9840153687 / 8807968476

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chennai.

AGREED:

For J.N.N Institute of Engineering

For IT EXPERT TRAINING



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50AA 298701

STAMP VENDOR No.7/B3/97 No.27, Ambedkar Nagar, Kilpauk, Chennal - 600 010, Cell: 9840153687 / 8807968476

Authorized Signatory

Authorized Signatory

J.N Institute of Engineering	IT EXPERT TRAINING
90, Ushaa Garden, Kannigaipair, Tiruwallur District, Tamil Nadu 601102	4, Zachariah Colony 1st Street, Zachariah Colony, Choolaimedu, Chennai, Tamil Nadu 600024
044-27629613	9884648010
Principal@jnn.edu.in	contact@itexperttraining.com
www.jnn.edu.in	www.itexperttraining.com

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MEMORANDUM OF UNDERSTANDING

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include its successors - in-office, administrators and assigns). which expression, unless excluded by or repugnant to the subject or context shall ECE of M/s. J.N.N Institute of Engineering, the First Party represented herein by its HoD, Dr. D. Joseph Jeyakumar (hereinafter referred as 'First Party', the institution 10th Day of June, Two Thousand Twenty-Four (10-06-2024), by and between Dept. of This Memorandum of Understanding (herein called as the 'MOU') is entered into on this

AND

Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators, and assigns). M/s. SCR Soft Technologies (P) Ltd, the Second Party represented herein by its Director, Shri. R.NARENDRANATH REDDY, (hereinafter referred to as "Second

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



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WHEREAS:

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- ≥ First Party is a Higher Educational Institution named: J.N.N Institute of Engineering
- <u>B</u> of them with enhanced opportunities. themselves will promote more effective use of each of their resources and provide each First Party Second Party believe that collaboration and co-operation between
- 0 Skill Based Training, Education and Research. The Parties intend to cooperate and focus their efforts on cooperation within area of
- O their mutual interests Both Parties, being legal entities in themselves desire to sign this MOU for advancing
- Ш automation and design consultancy etc Management System, company M/s. SCR Soft Technologies (P) Ltd, the Second Party is a global software services specialized 그 고 Vendor Quality solutions and Management services, engineering Systems (VQMS), design, design Quality
- J SCR Soft Technologies (P) Ltd, the Second Party is located at Plot No 56.



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VGN CH-40, Phase-2, Clock Tower Road, Guruswamy Street, Thirumangalam,

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

CLAUSE 1 CO-OPERATION

- <u>'</u> may be relevant to secure additional opportunities for one another. keep each other informed of potential opportunities and shall share all information that respective operations within the Institution and its related wings. The Parties shall Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance
- 1.2 industry, the Second Party developing suitable teaching / training systems, intellectual capabilities of the faculty of First Party providing significant inputs to them in First Party and Second Party co-operation will facilitate effective utilization of the keeping in mind the needs of the

Now



1.3 subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof. Definitive Documents, this MOU shall represent the entire understanding as to the Definitive Documents shall be mutually decided between the Parties. Along with the required to give effect to the actions contemplated in terms of this MOU. The term of all relegant agreements, deeds and documents (the 'Definitive Documents') as may be cooperate with each other and shall, as promptly as is reasonably practical, enter into The general terms of co-operation shall be governed by this MOU. The Parties shall

CLAUSE 2 SCOPE OF THE MOU

2.1 to enhance their skills and knowledge. close co-operation between the two would be of major benefit to the student community gradation, innovation and competitiveness of an industry. Both parties believe that The budding graduates from the institutions could play a key role in technological up-

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- 2.2 students fit into the industrial scenario meaningfully. Curriculum Design: Second Party will give valuable teaching I training methodology and suitably customize the curriculum so that the
- 2.3 Second Party will provide it enrolled with the First Party. prepare the students to have a smooth transition from academic to working career. The provided to students and faculty through this association will build confidence Industrial Training Programs for the First Party. The industrial training and exposure Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Party will provide its Industrial Sites for the hands-on training of the learners and
- 2.4 automation and design consultancy Management System, activities Research and Development: Both Parties have agreed to carry out joint research in the fields of IT solutions and services, engineering design, Vendor Quality Management Systems (VQMS), Quality



2.5 order to bridge the skill gap and support them to be industry-ready. Skill bevelopment Programs: Second Party to train the students of First Party in

2.6 Development Systems: As a part of industrial automation, the first part develops the automated inspection systems, etc. automation system for the transfer of casting between machine-machine and

2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for Occupational Standards in concerned sector, if available, and vice-versa. imparting training as per the industrial requirement considering the National

2.8 whats ever nature required for offering the programmes on the terms specified herein. Both Parties to obtain all internal approvals, consents, permissions, and licenses of

2.9 financial consideration, it will be dealt separately the First Party to take up any programme mentioned in the MoU. If there is any There so no financial commitment on the part of the J.N.N Institute of Engineering

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CLAUSE 3 INTELLECTUAL PROPERTY

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<u>ω</u> rights and designs) of the other Party. intellectual property (including but not limited to know-how, inventions, patents, copy otherwise, create in either Party any right, title, interest, Nothing contained in this MOU shall, by express grant, implication, or license in or to the Estoppel or

CLAUSE 4 VALIDITY

- 4.1 Party, as the case may be, will take effective steps for the implementation of this MOU. agreed terms, during which period M/s. SCR Soft Technologies (P) Ltd, the Second This Agreement will be valid until it is expressly terminated by either Party on mutually
- 4.2 not be construed as an extension of this MOU. Any action the part of M/s. SCR Soft Technologies (P) Ltd, the Second Party after the termination of this Agreement by way of communication, correspondence, etc., shall
- 4.3 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

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CLAUSE 5 DURATION OF MOU

5.4 mutually agreed terms and appended to this MoU to form an integral part of this MoU extended by agreement. Any additions or deletions to this MoU can be carried out on Five-year term (2024-2028). However, the same may also be amended, terminated, or This MOU shall remain effective from the date of execution until the end of the

CLAUSE 6 RELATIONSHIP BETWEEN THE PARTIES

6.1 implied on behalf of the other Party, without the prior written consent of the other Party any way, to make any representations or create any obligation or liability, expressed or construed as a partnership. Neither Party is authorized to use the other Party's name in independent contractors, and the relationship established under this MOU shall not be It is expressly agreed that First Party and Second Party are acting under this MOU as

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Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party. this MQU to make agreements of any kind in the name of or binding upon the other Neither Party shall have, nor represent itself as having, any authority under the terms of

First Party

Second Party

in the Courts of Chennai undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at the District Head Quarters of the First Party. This Any divergence or difference derived from the interpretation or application of the MoU

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AGREED;

Authorized Signatory For J.N.N Institute of Engineering

> For SCR Soft Technologies (P) Ltd **Authorized Signatory**

J.N.N Institute of Engineering	M/s. SCR Soft Technologies (P) Ltd
90, Ushaa Garden, Kannigaipair, Tiruvallud District,	Plot No 56,VGN CH-40,Phase-2, Clock Tower Road, Guruswamy Street,
Tamil Nadu 601102	Thirumangalam, Anna Nagar west, Chennai-600040
044-27629613/9087774111	09840819888/9940489888
principal@jnn.edu.in	reddivarin@scrsoft.com
www.jnn.edu.in	www.scrsoft.com, www.scrgms.in,

2000 0 67



of ECE of M/s. J.N.N Institute of Engineering, the First Party represented herein by its HoD, Dr. D. Joseph Jeyakumar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall 6th Day of January, Two Thousand Twenty-Three (06-01-2023), by and between Dept. include its successors - in-office, administrators and assigns). This Memorandum of Understanding (herein called as the 'MOU') is entered into on this

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successors-in-office, administrators, and assigns). expression, unless excluded by or repugnant to the subject or context shall include its Mr. Kesavalu Gopinath, (hereinafter referred to as "Second Party", M/s. Sri Vari Enterprises, K-31B, SIPCOT Industrial Complex, Gummidipoondi, Tamilnadu – 601201, the Second Party represented herein by its Founder, ', company which

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

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> First Party is a Higher Educational Institution named: J.N.N Institute of Engineering

<u>B</u> of them with enhanced opportunities themselves will promote more effective use of each of their resources and provide each First Party œ Second Party believe that collaboration and co-operation between

0 Skill Based Training, Education and Research. The Parties intend to cooperate and focus their efforts on cooperation within area of

D their multual interests Both Parties, being legal entities in themselves desire to sign this MOU for advancing

Ш M/s. Sri Vari Enterprises, the Second Party is a manufacturer of aluminum and steel

J Complex, Gummidipoondi, Tamilnadu – 601201 M/s. Sravari Enterprises, the Second Party is located at K-31B, SIPCOT Industrial

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NOW THEREFORE, IN CONSIDERATION OF THE WHOLIGAR TROOF FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS: 1 SEP LUIS IN CONSIDERATION OF THE MUTUAL FROMISES No.27 pauk Chenna Ambedkar Nag

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CLAUSE 1 CO-OPERATION

- respective operations within the Institution and its related wings. The Parties shall Both Parties are united by common interests and objectives, and they shall establish may be relevant to secure additional opportunities for one another. keep each other informed of potential opportunities and shall share all information that channels of communication and co-operation that will promote and advance
- 1.2 industry, the Second Party. developing suitable teaching / training systems, keeping in mind the needs of the intellectual capabilities of the faculty of First Party providing significant inputs to them in First Party and Second Party co-operation will facilitate effective utilization of the
- <u>.</u>3 required to give effect to the actions contemplated in terms of this MOU. The term of all relevant agreements, deeds and documents (the 'Definitive Documents') as may be cooperate with each other and shall, as promptly as is reasonably practical, enter into The general terms of co-operation shall be governed by this MOU. The Parties shall



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on the subject matter hereof subject matter hereof and shall supersede any prior understanding between the Parties Definitive Documents, this MOU shall represent the entire understanding as to Definitive Documents shall be mutually decided between the Parties 4 longs with the 00 010.

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CLAUSE 2 SCOPE OF THE MOU

- 2.1 close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge. gradation, innovation and competitiveness of an industry. Both parties believe that The budding graduates from the institutions could play a key role in technological up-
- 2.2 students fit into the industrial scenario meaningfully. Curriculum Design: Second Party will give valuable inputs to the First Party in teaching I training methodology and suitably customize the curriculum so that the
- 2.3 Industrial Training Programs for the First Party. The industrial training and exposure Faculty and Students of the First Party to visit its group companies and also involve in the latest developments / requirements of the industries; the Second Party to permit the Industrial Training & Visits: Industry and Institution interaction will give an insight into



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prepare provided enrolled with the First Party. Second Party will provide its Industrial Sites for the hands-on training of the learners the students to have a smooth transition from academic to working career. The ð students MIN. and faculty through this association will build confidence and the same association will be same as the same association will be same as the same

- 2.4 Research and Development: Both Parties have agreed to carry out joint research the establishment of Center of Excellence on Industrial Automation. activities in the fields of IOT based systems, Automation, etc., and work together in
- 2.5 order to bridge the skill gap and support them to be industry-ready. Skill Development Programs: Second Party to train the students of First Party in
- 2.6 automated inspection systems, etc automation Development Systems: As a part of industrial automation, the first part develops the system for the transfer of casting between machine-machine and

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2.7 Occupational Standards in concerned sector, if available, and vice-versa imparting Faculty Development Programs: Second Party to train the Faculties of First Party for training as per the industrial requirement considering the National

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses whatsoever nature required for offering the programmes on the terms specified herein.

2.9 financial consideration, it will be dealt separately. There is no financial commitment on the part of the J.N.N Institute of Engineering, the First Party to take up any programme mentioned in the MoU. If there is any



3.4 intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. otherwise, create in either Party any right, title, interest, or license Nothing contained in this MOU shall, by express grant, implication, in or to the Estoppel or

CLAUSE 4 VALIDITY

- 4.1 Second Party, as the case may be, will take effective steps for the implementation of agreed terms, during which period M/s. Sri Vari Enterprises, Gummudipoondi, the this MOU. This Agreement will be valid until it is expressly terminated by either Party on mutually
- 4.2 shall not be construed as an extension of this MOU. after the termination of this Agreement by way of communication, correspondence, etc., Any act on the part of M/s. Sri Vari Enterprises, Gummudipoondi, the Second Party



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event of Termination, both parties have to discharge their obligations Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the

CLAUSE 5 DURATION OF MOU

5.1 mutually agreed terms and appended to this MoU to form an integral part of this MoU extended by agreement. Any additions or deletions to this MoU can be carried out on This MOU shall remain effective from the date of execution until the end of the Three-year term (2023-2025). However, the same may also be amended, terminated, or



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CLAUSE 6 RELATIONSHIP BETWEEN THE PARTIES

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any way to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in It is expliessly agreed that First Party and Second Party are acting under this MOU as Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party. this MOU to make agreements of any kind in the name of or binding upon the other Neither Party shall have, nor represent itself as having, any authority under the terms of

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Second Party

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in the Courts of Chennai. undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction shall be resolved by arbitration between the parties as per the Arbitration Act, 1996 The plage of the arbitration shall be at the District Head Quarters of the First Party. This Any divergence or difference derived from the interpretation or application of the MoU SEP /UIB Kilpauk, Chennal - 600 010. Cell: 9840153687 / 8807968476

AGREED:

For J.N.N Institute of Engineering

Authorized Signatory

For Sri Vari Enterprises

Authorized Signatory

J.N.N Institute of Engineering	M/s. Sri Vari Enterprises
90, Ushaa Garden, Kannigaipair,	K-31B, SIPCOT Industrial Complex
Tiruvallur District,	Gummidipoondi,
Tamil Nadu 601102	Tamilnadu – 601201
044-27629613	+91-9444078059
principal@jnn.edu.in	gopinath@srivarienterprise.com
www.inn.edu.in	www.srivarienterprise.com

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D. A KILAN STAMP VENDOR No.7/B3/97 No.27, Ambedkar Nagar, Kilpauk, Chennal - 600 010, Cell: 9840153687 / 8807968476

Agreement

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education

This Agreement is entered into and executed on this 14.02.2023 at J.N.N Institute of Engineering (Autonomous), Kannigaipair.

By and Between J.N.N Institute of Engineering (Autonomous) offering Technical Education Centre represented by its Vice Chairman Naveen Jayachandran which

expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART AND

VLSI Mentors a Company registered under the Company Act, 1956, through its KUMAR K, Chief Mentor – Training having it's registered Office at which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns, party of the SECOND PART.

WHEREAS, the All India Council for Technical Education has initiated a scheme to provide competency based skills under the National Skill Qualification Framework (Here in after to be referred as NSQF)

WHEREAS, in terms of the said scheme launched by All India Council for Technical Education, AICTE has extended invitation to various Institutions/Organizations to join as Vocational Educational Institutions to provide education component and Skill Knowledge Providers to provide Competency Based Skills.

WHEREAS under the scheme a Skill Knowledge Provider is required to perform the role and function of providing hands on skill training in a specific sector i.e. in the Automobiles Sector, Skill Knowledge Provider shall be the service centre of authorized automobile manufacturers located preferably all over the Country or in the IT Sector, the Skill Knowledge Provider shall be the training sector of authorized IT Company located preferably all over the Country. The Skill Knowledge Provider could also be one who is established for imparting hands onskills or training in a respective sector;

WHEREAS the First Party is to participate as an Institution to register students under the National Skill Qualification Framework (NSQF);

WHEREAS the Second Party has expressed its keen interest and desire to be a key Partner in the execution of the National Vocational Educational Qualification Framework in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of the desire and interest of VLSI Mentors to join and Partner with J.N.N Institute of Engineering (Autonomous) in providing competency based skills through its centres which shall act as Skill Knowledge Provider for the purposes of the scheme;

WHEREAS Both parties have held discussions and agreed for collaboration for conducting Vocational Education Programme(s) under the education scheme of the

NSQF, where by J.N.N Institute of Engineering (Autonomous) will impart and a ward credits for the "Academic' content" of the Curriculum and VLSI Mentors will provide skill training through its training centres called VLSI Mentors and will impart and award credits for such 'Skill oriented training' content of the Curriculum to the registered students.

WHEREAS The Second Party has registered itself with the All India Council for Technical Education (AICTE)/ Concerned Authority and obtained approval thereof to participate as VLSI Mentors under the NationalSkill Qualification Framework (NSQF);

THEREFORE, both the parties hereby agree to conduct Vocational Educational Programme initiated by AICTE under NSQF, on the following terms and conditions:

- The VLSI Mentors agrees that centres approved and recognized by VLSI Mentors, shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific sectors such as VLSI -Physical Design.
- The VLSI Mentors agrees and undertakes that its VLSI Mentors shall register with AICTE for conduct of training modules under the Vocational Stream and shall perform following functions:
 - a. Announce the schedule of module for the calendar year.
 - b. Register students for the modules.
 - c. Conduct the modular training.
 - d. Conduct examination/evaluate the student, award the grade indicating the Level of skill acquired.
 - e. The VLSI Mentors shall register students for evaluation the Skill Modules, who have acquired skills on their own.
- The Second Party agrees that the following responsibilities shall be undertaken by the J.N.N Institute of Engineering (Autonomous):
 - a. The J.N.N Institute of Engineering (Autonomous) shall plan the Vocational Education Programme(s) to be offered in the Academic Year concerned and inform the VLSI Mentors about the same at least two months prior to the date of commencement of the Programme (s).
 - b. The J.N.N Institute of Engineering (Autonomous) shall announce and inform through its prospectus and information on its Web site, the Vocational Education Programme(s) it plans to offer in the Academic Year concerned for the information of the prospective students and invite applications for admission from interested candidates at least two months

- prior to the date of commencement of the Programme(s).
- c. The J.N.N Institute of Engineering (Autonomous) Academic Centre shall follow the admission norms of AICTE and the State Govt. concerned. The admission shall be made strictly on the merits. The J.N.N Institute of Engineering (Autonomous) will then upload the names and details of the selected students on AICTE Web-Portal.
- d. The J.N.N Institute of Engineering (Autonomous) will have their right to collect Fee from the students towards:
 - Registration
 - · Course/ Skill conduct
 - Evaluation of the Academic/ Skill portion of each Level of the Programme. A portion of the Fee as agreed upon by the J.N.N Institute of Engineering (Autonomous) and the VLSI Mentors shall be turned over to the VLSI Mentors.
- e. The J.N.N Institute of Engineering (Autonomous) will send to the VLSI Mentors the Level- wise and Sector-wise lists of students registered for Vocational Education Programme(s) in the Sectors.
- f. The J.N.N Institute of Engineering (Autonomous) will conduct appropriate Classes for the Academic content of the Curriculum of the Vocational Education Programme(s) so as to complete the Academic portion within prescribed time.
- g. The J.N.N Institute of Engineering (Autonomous) will conduct final examinations and evaluate the students for the Academic portion of the Programme(s) as per the rules and regulations of the Technical Board or University as the case may be.
- h. After receiving a 'Statement of Credits for the Vocational/Skill portion of the students from the VLSI Mentors, the J.N.N Institute of Engineering (Autonomous) will send the combined Academic and Vocational/Skill portion credits of the students to the Technical Board or University as the case may be.
- i. Wherever such provisions are made by the Technical Board or the University, as the case may be, the J.N.N Institute of Engineering (Autonomous) will awards' Level Certificate' to the student who has successfully completed both the Academic and the Vocational/Skill portions of the particular Level.
- j. The J.N.N Institute of Engineering (Autonomous) shall maintain a record

of the registered students and Certificates issued and upload the same on AICTE Web-Portal.

k. The J.N.N Institute of Engineering (Autonomous) shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be, and also upload the same on AICTE Web-Portal.

4. General:

Fee to be charged to students:

- a. The Level wise Fee to be charged by the J.N.N Institute of Engineering (Autonomous) will be informed to the student by the J.N.N Institute of Engineering (Autonomous) as well as the VLSI Mentors before his/her registration for the Programme;
- b. The J.N.N Institute of Engineering (Autonomous) will collect from the student and retain with itself the 'Academic Portion Fee' and the VLSI Mentors will be given the 'Vocational/Skill Portion Fee' by the VLSI Mentors Academic Centre;
- c. The J.N.N Institute of Engineering (Autonomous) will collect the total Fee for the Programme from the students and will transfer the 'Vocational/Skill Portion Fee' against the number of students to be sent for training at least one month before the onset of training. Any delay in transferring the Fee will entail interest to be mutually decided by the Institution and VLSI Mentors calculated on the basis of delay a number of days. After receiving the Fee VLSI Mentors will issue Registration cards to the students at least 7 days before the onset of training.

5. No Confidentiality:

There shall not be any confidentiality of any information disclosed by both parties to each other, either in operationalizing this agreement for the purposes of implementing this agreement. The information sought under the Right to Information Act or otherwise by any student, shall be promptly made available.

6. Effective Date:

This agreement is effective from the date signed by both the parties shall be valid for a period of three years until determined, suspended or terminated earlier.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority has executed this mutually binding Memorandum of Understanding as of the date first written above.

For J.N.N Institute of Engineering (Autonomous	s): I	For VLSI Mentors:
Signed:	_Signed:	: Steens
Name: Naveen JATALHAMPRAN	_Name:	Kinge. K
Title: VICE - CHAIRMAN	_Title:	PROPRIETOR
Date: 14/01/2023	_Date: _	14/02/2023
Witnessed by:		
Signature: KG	_Name: _	DR. K. GANESAN PRINCIPAL
Date: 1410 12023 Signature: Man	_Name: _	MR. MARISELVAM.M AP/ECE
Date: 14/02/2023		