

## MEMORANDUM OF UNDERSTANDING / AGREEMENT

1. This Memorandum of Undertaking is made on this day, the 20<sup>th</sup> July, 2018 between SOCDV Technologies Pvt Ltd having its office at Vijaya bank Colony Extension, Horamavu, Bangalore - 560043 herein referred to as VLSIGuru Institute and PES college of Engineering, Mandya herein referred to as PES College.
2. The Programme for which this MoU is signed is to be known as "VLSI and Embedded Systems Training".
3. Whereas the VLSIGuru Institute is desirous of undertaking a joint project for the training of PES college of engineering students as part of the said Scheme with PES COLLEGE, the two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:
4. **Coordination and Contact Points**
  - a. PES COLLEGE for coordination on broad policy issues and matters related to centralized operations.
  - b. VLSIGuru Institute for all operational matters which includes training, handholding component as per PES COLLEGE guidelines.
5. **Responsibilities of the VLSIGuru Institute**

The VLSIGuru Institute shall;

  - a) Organize training and projects in VLSI and Embedded Systems as per the PES COLLEGE guidelines at VLSIGuru Institute Bangalore Campus at a subsidized fee agreed up on between VLSIGuru Institute and PES COLLEGE.
  - b) VLSIGuru Institute is responsible for procuring all the required licenses for running the training programs. Licenses shall be procured in the name of PES College. VLSIGuru Institute is responsible for all the expenses incurred in procuring said licenses.
  - c) Provide guidance in setting up academic curriculum specific to current industry requirements.
  - d) Not make any financial commitment on behalf of PES COLLEGE, nor shall take loans or create any other financial liability binding PES COLLEGE under this agreement.
  - e) Follow the course outline supplied by PES COLLEGE, as may be amended from time to time;
  - f) Conduct no such parallel activity which may be prejudicial to the interests of the said Scheme, or PES COLLEGE;

- g) Maintain records of the trainees and their regular attendance, and share them with PES COLLEGE;
- h) Provide the following minimum infrastructural facilities:
  - i. Computers with necessary software
  - ii. Necessary furniture.
- i) Provide assistance for conduct of workshops at PES college of engineering campus
- j) Register candidates for organizing training programmes and offer them training in VLSI and Embedded Systems at fee agreed up on with PES College.

**b) Responsibilities of PES COLLEGE:**

The PES COLLEGE shall:

- a. Develop and provide broad course outline to the VLSIGuru Institute.
- b. Provide list of trainees allotted to each VLSIGuru Institute or be entitled to ask training institute to generate applications.
- c. Provide norms and guidelines wherever necessary;
- d. Be responsible for the logistics and operational aspects of the training component of the said Scheme;
- e. Provide timely clarifications regarding Academic Inputs and any other necessary information to the VLSIGuru Institute;
- f. Shall ensure through proper co-ordination and consultation that all the VLSIGuru Institutes provide quality training under the said Scheme;
- g. Shall ensure that all amounts released under the said Scheme to them by GOI, shall be disbursed to the VLSIGuru Institutes timely, and keep a track of the number of trainees attending the programmes at each VLSIGuru Institute.

**c) Liabilities**

PES COLLEGE shall not, however, be liable for:

- a. any payments of claims by employees of the VLSIGuru Institute
  - b. discharging any financial commitments made by VLSIGuru Institute.
  - c. Any suit on account of demands for infringement of copyright and other laws by the VLSIGuru Institute which have no nexus with the object of the MoU being entered into.
- d) The VLSIGuru Institute shall ensure that all its software is legal. PES COLLEGE shall not be responsible in any way for any liabilities arising out of use of pirated software.

**e) Breach of Agreement**

PES COLLEGE shall have the right to terminate the agreement with the VLSIGuru Institute, in case the VLSIGuru Institute either fails to provide the services successfully as mentioned in the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with PES COLLEGE in any way.

**f) Amendment to the Agreement**

The obligation of the VLSIGuru Institute and PES COLLEGE have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

**g) Period of Validity**

This agreement shall be initially valid for two year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

**h) Arbitration**

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

For the VLSIGuru Institute  
Sreenivasa Reddy K  
Manager(Training)

*K Sreenivasa Reddy*

( 20/07/2018 )

For PES COLLEGE

Principal, PES COLLEGE

*V. Sridhar*  
**Dr. V. Sridhar, M.E., Ph.D.,**  
**Principal**  
**P.E.S. College of Engineering**  
**MANDYA**