

Memorandum of Understanding (MoU) for Industry Academia Collaboration

This Memorandum of Understanding ("MOU") for general cooperation is entered into an effective as of 20th July, 2021 by and between:

Entuple Technologies Pvt. Ltd., having its registered office at #2730, Trikannika, 80 Feet Road, Opp. C M H Hospital, HAL III Stage, Indiranagar, Bangalore – 560038. hereinafter referred to as "Entuple", which expression shall, unless it is repugnant to the context thereof be deemed to include all its successors and assignees represented by its board of Directors of the FIRST PARTY.

AND

"University of Engineering and Management, Jaipur" hereinafter referred to as "UEM Jaipur" which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees represented by its Registrar of the SECOND PARTY.

Entuple AND UEM Jaipur shall hereinafter be individually referred to as "Party" and collectively referred to as the "Parties"

Now, therefore this MoU witnesses:

I - PURPOSE

Entuple & UEM Jaipur hereby establish this memorandum of understanding (MOU) to express their desire to work together in areas of skill development and capacity building activities for students, faculty.

Entuple & UEM Jaipur wish to explore a mutual beneficial relationship to:

- Facilitating Industry and Academia interactions for the benefit of upskilling faculty on a regular basis and ensure they impart the relevant technology foundation and application skill to students using the appropriate teaching methodology, tools and infrastructure time to time.
- Drive skill development focused value-added courses, job-oriented courses to students to assist them to acquire the skill desired by industry
- Providing industry relevant project ideas for student projects
- Providing industry relevant R & D project ideas for faculty projects





II - ROLES AND RESPONSIBILITIES

This MOU sets forth the general roles and responsibilities that the parties propose to follow as they cooperate in the exchange of information in order to collaborate further in the areas which are mutually beneficial to the charter and mission of both Entuple & UEM Jaipur

The broad areas of engagement that have been identified as part of this general cooperation agreement are:

- A. Entuple & UEM Jaipur will endeavor to set a joint agenda on an annual basis in aid of implementing the purpose
- B. Entuple will work with UEM Jaipur as Industry Partner for competency/skill development activities

COMPANY Responsibilities:

- A. ENTUPLE to support UEM Jaipur as Industry Partner in VLSI, RF, IOT, Mechanical, Electrical, Electronics, Artificial Intelligence, Data Science etc. and allied areas of mutual interest
- B. Entuple to support UEM Jaipur in framing/upgrading curriculum in the defined technology as industry partner.
- C. Entuple to support short term courses/ training cum internship programs and/or Career Builder Programs for students to increase awareness on VLSI, RF, IOT, Mechanical, Electrical, Electronics, Artificial Intelligence, Data Science etc. and allied technologies
- D. The duration, schedule, commercials, and revenue sharing of all training programs are jointly devised by Entuple AND UEM Jaipur

INSTITUTION Responsibilities:

- 1. UEM Jaipur to upgrade curriculum as per the inputs from INDUSTRY partner and implement the same in delivery of courses in the curriculum
- 2. UEM Jaipur to be responsible for providing Hardware - PCs & networking, basic Operating systems software & pertinent equipment & software required for FDP/Short Term Courses & Training cum Internship Programs at campus
- 3. UEM Jaipur to encourage faculty and students to actively participate in FDP and training programs driven jointly.
- 4. UEM Jaipur shall drive minimum batch size and number of programs per annum as per mutually agreed terms and conditions



5. UEM Jaipur shall designate a faculty coordinator for all training programs to coordinate with Entuple in scheduling, execution of all training programs
6. UEM Jaipur shall make payment to the Entuple the training charges as per mutually agreed terms & conditions

IV Training Programs focused on Skill Enhancement

Training Programs focused on Skill Enhancement & mode delivery supported

- a. **Short Term Courses (Online/Classroom) – Upto 5 days–**
Classroom training is supported at campus
- b. **Training cum Internship Programs for students (Online and Classroom): Upto 4 weeks**
Classroom training is supported at campus
- c. **Career Builder Programs (Online/Classroom): Upto 4 months**
Classroom delivery only at Entuple Technologies, Bangalore

V Activities Benefitting Host institution under MoU

- 1) UEM Jaipur can conduct free Webinar/workshop in association with Entuple technologies as per mutually agreed schedules and mode of operandi
- 2) UEM Jaipur can conduct paid Faculty Development Program (FDP), Short Term Training Programs (STTP), Training cum Internship Program, Career Builder Programs in association with Entuple. These programs are aimed at providing industry skills in campus and boost competency and employability of students.
- 3) The cost of all training programs is decided mutually by UEM Jaipur & Entuple.
- 4) Under this MoU UEM Jaipur & Entuple agree for a revenue share of respectively for all training programs jointly driven under mutually agreed terms & conditions
- 5) The minimum batch size for all training programs and number of batches per annum as per mutually agreed terms and conditions.
- 6) All training programs cost is subject to level of complexity and expertise level as per the discretion of Entuple
- 7) All the training information will be sent to the mail id given by the UEM Jaipur.
- 8) Entuple shall support one day Career guidance program every year either onsite or online
- 9) Special discounted price for Virtual Lab options supported by Entuple technologies.
- 10) Two faculty can avail free entry for selected programs under this MoU
- 11) Entuple technical team will provide support for UEM Jaipur in forming the curriculum and upgrade



- 12) Entuple shall accommodate students from UEM Jaipur for industrial visits and technical discussions at a mutually agreed terms and conditions. The field visits to serve the industrial exposure to faculty and students of UEM Jaipur

VI -INTELLETUAL PROPERTY

- a. The term “intellectual property” as used herein means all intellectual property, whether or not capable of being registered, including but not limited to patents, copyright, computer software, code, design, chip technology rights, mask works, trade secrets, knowhow technique, methodologies, trademark, service mark, logo ,trade name and corporate names.
- b. It is hereby expressly clarified that any intellectual property independently created by UEM Jaipur /its faculty/Student at the Entuple center for excellence which is not derived from and does not embody Entuple intellectual property or Entuple confidential information shall vest solely with UEM Jaipur,and Entupleshall not be entitled to the same unless and until specifically agreed upon prior to or during the engagement.

VII – RELATIONSHIP

UEM Jaipur understands and acknowledges that its relationship with Entuple or its affiliate will be that of an independent principal and nothing in this agreement is intended to or should be construed to create a partnership, joint venture, agency or employer-employee relationship and neither party shall have any authority of the other otherwise than as strictly provided herein

VIII – TERMS AND TERMINATION

- 1) This MoU shall become effective from the date hereof and shall remain in force unless terminated in accordance with provisions for a duration of 2 years.
- 2) Entuple and UEM Jaipur may extend the areas of collaboration on mutual discussion, agreeable terms, and conditions time to time.
- 3) UEM Jaipur shall be provided by a unique id and students needs to enter the ID number while making the payment for any of the programs conducted/supported by Entuple
- 4) All programs should be published in UEM Jaipur website and social media channels/notice board or through email or other channels of communication to all students all times.
- 5) The MOU shall be renewed for the consecutive year only if - Minimum number of training programs with agreed batch size is facilitated by UEM Jaipur and executed by INDUSTRY at mutually agreed terms and conditions
- 6) The MOU shall be renewed after every two years



- 7) This MoU may be terminated by either party hereto if another party commits material breach or default in performance of its obligations hereunder and the same (if capable of being remedied), has not been cured within 30 (thirty) days of receipt of written notice of such breach or default.
- 8) In case of termination of agreement by UEM Jaipur, the UEM Jaipur is obliged to give an undertaking stating that any part of training content IP including source content, illustrations, design case studies will not be used/reproduced in any format without prior written permission for any training related activities the UEM Jaipur might choose to offer and execute either independently or in collaboration with any other 3rd party. Violation of this may warrant legal implications subject to the discretion of Entuple Technologies Private Limited, Bangalore.
- 9) The termination hereof shall not serve to release a Party from the performance of such of its obligations as may have arisen prior to termination.

In WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives as of the MOU effective date above.

For University of Engineering & Management (UEM)

For University of Engineering & Management

Biswajoy Chatterjee
Vice Chancellor

Name: Prof. (Dr.) Biswajoy Chatterjee
Designation: Vice Chancellor

Date: 20.07.2021



WITNESSES:

1. Prof. (Dr.) Pradeep Kumar Sharma

Registrar, UEM Jaipur

For Entuple Technologies Pvt. Ltd.

Name: *Melita S.D.*
Designation: *Sales Director*

Signature: _____
Date: _____



