



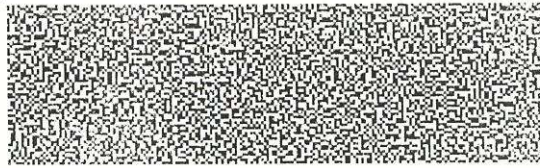
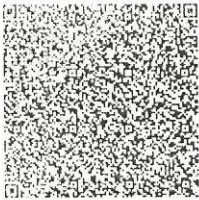
सत्यमेव जयते

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Memorandum of Understanding

Between



National Institute of Technology Calicut

and

VIVIDSPARKS

VIVIDSPARKS



Statutory Alert



STATE OF KARNATAKA GOVERNMENT OF KARNATAKA

PREAMBLE

WHEREAS, National Institute of Technology Calicut, NIT Campus (P.O.) PIN- 673601, Kozhikode (here in after referred to as NIT CALICUT), has been conferred with the status of institute of national importance under National Institute of Technology Act of Govt of India, in 2007. The institute is functioning with a mandate to provide for instruction and research in branches of engineering, technology, management, education and Sciences and is fully funded by the Government of India. The institute, through its various activities, takes efforts for advancement of learning and dissemination of knowledge in various front-line areas of importance for the nation. In that pursuit, NIT CALICUT would like to link with Industries and Research Organizations and undertake industrial development & applied research and consultancy in Science, Technology, Engineering and Management and also promote academic and professional excellence of personnel, including the students.

WHEREAS, VIVIDSPARKS IT Solutions Pvt. Ltd. #38, BSK Layout, Hubli-580031, Karnataka State is engaged in development of GP GPU chips, design and implementation for AI/ML, HPC, graphics computing, IoT and many other applications herein after referred to as VIVIDSPARKS and WHEREAS, both NIT CALICUT and VIVIDSPARKS, now

Recognizing the importance of research and development in the areas, of Technology to solve various industry problems as well as imparting industrial training to the students of engineering/technology/sciences, etc.

Appreciating the need for creation of a large pool of highly qualified man power in all the fields related to Computing and Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality man power in the fields of engineering, technology, science and management with special emphasis on technology and related fields, etc.

NOW, HEREOF, in consideration of the mutual promises made here in and of good and valuable consideration, the receipt and sufficiency of which both NIT CALICUT and VIVIDSPARKS here by acknowledge, NIT CALICUT and VIVIDSPARKS here by agree to sign a memorandum of understanding (MoU).

ARTICLE-I: SCOPE OF THE MoU

This MoU details the modalities and general conditions and financial commitments regarding collaboration between NIT CALICUT and VIVIDSPARKS for enhancing, within the country, the availability of highly qualified manpower in the areas of Information Technology without any prejudice to prevailing rules and regulations in NIT CALICUT and VIVIDSPARKS, without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India, in so far, as such mechanism applies to NIT CALICUT and VIVIDSPARKS. The areas of cooperation can be extended through mutual consent.



ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

VIVIDSPARKS and NIT CALICUT propose to engage in interactions for three years during the period 1 Jan 2024 to 31 Dec 2026. The term may be extended further in mutual consultation with both the parties

- i. Jointly perform R&D on various problems in chip design
- ii. Jointly publish results in conferences and journals
- iii. Jointly apply for proposal to various funding agencies in India and abroad
- iv. Jointly conduct conferences, seminars and workshops
- v. Come-up with products

ARTICLE-III: SHARING OFFACILITIES

- a) NIT CALICUT and VIVIDSPARKS shall make provisions to share their respective R&D facilities in order to promote academic and research interaction in the areas of cooperation during third phase, without providing any interference or restrictions to the normal teaching and research activities of NIT Calicut and VIVIDSPARKS.
- b) NIT CALICUT and VIVIDSPARKS shall permit sharing of software and other materials and components developed in-house in the areas of cooperation in order to promote academic and research interaction, if permissible within the rules governing the two organizations.

ARTICLE-IV: FINANCIAL ARRANGEMENTS

NIT CALICUT and VIVIDSPARKS agree and will seek funding through national and international funding agencies for collaborative activities. If funding agencies approve proposals, funds are distributed between NIT CALICUT and VIVIDSPARKS in the following way:

- VIVIDSPARKS can claim 50% and NIT CALICUT can claim 50% on allocated budget for facilities and infrastructure/equipment in case of any dispute the exact claim will be discussed and decided.
- VIVIDSPARKS can claim 50% and NIT CALICUT can claim 50% on allocated budget for manpower in case of any dispute the exact claim will be discussed and decided.
- VIVIDSPARKS can claim 50% and NIT CALICUT can claim 50% on allocated budget for contingencies, travel, institution overhead, consumables, etc. or in case of any dispute the exact claim will be discussed and decided.



ARTICLE-V: EFFECTIVE DATE AND DURATION OF MoU

- a) This MoU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of 3 years from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than 1month(s) by either party. However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under this MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of VIVIDSPARKS and NIT CALICUT.
- e) Single point of Contact from NITC: T M Srinivasa, CSED, NIT Calicut and from VividSparks : Dr. Vijay Holimath

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU shall be shared and sharing will be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenancy of the MoU both NIT CALICUT and VIVIDSPARKS 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.

Both NIT CALICUT and VIVIDSPARKS 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.

Further, both NITCALICUT and VIVIDSPARKS shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES 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 parties, or declared or identified so by the disclosing party be for such disclosure or during the discussions. However, confidential information shall not include any data or information which:



- a) is or becomes publicly available through no fault of the receiving party,
- b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) is right fully obtained by the receiving party from a third party or is in the public domain
- e) is disclosed with the written consent of the party whose information it is, or
- f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or add end a to this MoU shall be in writing and signed by both the organizations here to and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or add end.

ARTICLE-IX: 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 High Court of Kerala.
- b) If dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU, 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 Calicut and the language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- b) Both NIT CALICUT and VIVIDSPARKS shall not, during the term of this MoU directly or indirectly, solicitor offer employment or engagement to any of the personnel of other party without the prior consent in writing of the other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege here under preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges here in provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.



d) After this MoU has been signed, all the preceding understandings/ negotiations and the correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT
EFFECTIVE AS ON THIS DATE 25-01-2024


Dr Jose Mathew
Chairman, Centre for Industry Institutional
Relationships CIIR,
National Institute of Technology Calicut





Dr Vijay Holimath
Chief Executive Officer
VIVIDSPARKS IT Solutions Pvt Ltd



Chairperson, Centre for Industry Institutional Relations (CIIR)
National Institute of Technology Calicut
Calicut, Kerala- 673601, India

Witness 
Dr. Anu Mary Chacko

Date: 25-01-2024.

Witness 
Apeksha Holimath

Date: 25.01.2024