



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

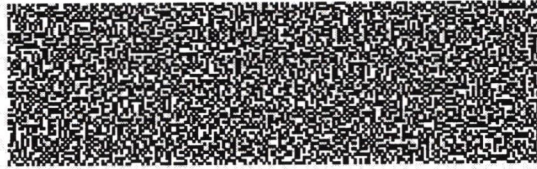
Rs. 200

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Description of Document : Article 12 Bond
Description : MEMORANDUM OF AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : INDIAN INSTITUTE OF SCIENCE
Second Party : NATIONAL INSTITUTE OF TECHNOLOGY CALICUT
Stamp Duty Paid By : INDIAN INSTITUTE OF SCIENCE
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

सत्यमेव जयते

Global City Credit Co-operative Society Ltd.,



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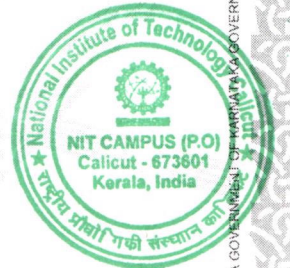
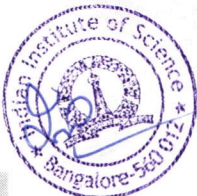
MEMORANDUM OF AGREEMENT

BY AND BETWEEN

INDIAN INSTITUTE OF SCIENCE

AND

NATIONAL INSTITUTE OF TECHNOLOGY CALICUT



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "**Agreement**") is made and executed on this 08th May, 2023

by and between:

Indian Institute of Science, a Trust registered under the Charitable Endowments Act, 1890, a Deemed to be University and an autonomous Institute of Higher Education and Research, under the Ministry of Education, Government of India, situated at Sir CV Raman Road, Mallechwaram, Bengaluru – 560 012, represented by the Registrar, hereinafter referred to as "**IISc**", (which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns) of the FIRST PART;

and

National Institute of Technology Calicut, represented by Dr Jose Mathew, Chairman, Centre for Industry Institutional Relations (CIIR) NIT Calicut, hereinafter referred to as "**Institution**" (which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and assigns) of the SECOND PART.

Hereinafter collectively referred to as the "**Parties**" or individually as the "**Party**".

WHEREAS –

- I. IISc is one of the oldest of the premier research and development (R&D) institutions in India, employing highly qualified, trained, and established scientific personnel with knowledge and expertise in many branches of Science and Engineering.
- II. NITC is a prestigious Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering, architecture, science, and management while conducting original research of highest standard.
- III. IISc has submitted a project proposal titled "**Indian Nanoelectronics Users Programme – Idea to Innovation (INUP-i2i)**" (hereinafter "**Program**") to Ministry of Electronics and Information Technology ("**MeitY**") and MeitY, after due consideration, has approved the project proposal submitted by IISc for a period of 3 years with effect from Sep 2021 ("**Program**").
- IV. As part of the Program, IISc encourages various academic and research organisations to develop academic programs in the area / field of nanoelectronics / semiconductor



A handwritten signature in blue ink, appearing to be "Dr. Jose Mathew", is written over the green seal of NIT Calicut.

ecosystem and use facilities established ("**Facility**") at the Centre of nanoelectronics and engineering ("**CeNSE**"). The Institution Party desires to collaborate for performing certain academic activities and research and development work as specified in Annexure I and to make use of its facilities available at CeNSE.

- V. The Parties have agreed to collaborate through various activities pursuant to the Program on the terms and conditions set out in this Agreement.

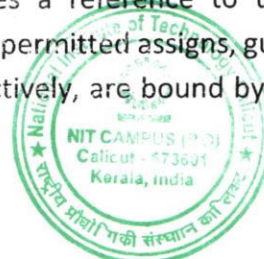
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS:

- 1.1. "**Agreement**" shall mean this present document and all Exhibits attached hereto and signed or initialed by the Parties hereto, all of which Exhibits form an integral part hereof and shall include mutually executed amendments hereto.
- 1.2. "**Background IP**" means, in relation to a Party, the Intellectual Property developed, acquired, or otherwise obtained prior to or outside the scope of this Agreement.
- 1.3. "**Confidential Information**" means and includes all research, models, formulae, assays, programs, algorithms, processes, techniques, Project-specific information, trade secrets or other information of any kind, including, without limitation, proprietary information (whether or not patentable) regarding a Party's Background IP or Foreground IP, or its technology, products, business, customers, employees, strategies or objectives, which is confidential to such Party, whether or not expressly designated as such, and whether disclosed prior or subsequent to the date of this Agreement. It shall also include all technical, corporate, financial, economic, legal or other information or knowledge generally concerning the Party whether disclosed orally or in the form of written material, computer data or programs, during or preparatory to the Project which is clearly and obviously identified in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification on the face of the document or item, or if oral, which is confirmed as confidential by a writing submitted by the Party claiming confidentiality to the other Party within twenty (20) days of the disclosure.
- 1.4. "**Disclosing Party**" shall mean the Party to the Agreement, or its employees, agents and other authorized representatives disclosing the confidential information to the other Party to the Agreement, or its employees, agents and other authorized representatives.
- 1.5. "**Foreground IP**" shall mean individually and collectively all IP including inventions, improvements and discoveries, whether subject to statutory protection or not, which are conceived and/or reduced to practice, in performance of the activities by a Party either solely or jointly with the Lead Institution, under this Agreement.



- 1.6. **"Funding agency"** shall mean Ministry of Electronics and Information Technology (MeitY).
- 1.7. **"Grantee"** shall mean IISc.
- 1.8. **"Intellectual Property or IP"** means, whether subject to statutory protection or not, including but not limited to inventions; patents, designs, trademark, discoveries; manner, method or process of manufacture; biological material; utility models; drawings, Know-how; prototypes, integrated circuit, circuit layout or semiconductor chip layout or design; plan, drawing or design; or scientific, technical or engineering information, copyright or other rights in the nature of copyright subsisting in any works; computer software (in source and object format); improvement, modification or development of any of the foregoing; trade secret, or right of secrecy or confidentiality in respect of any information or document and any similar right recognized from time to time in any jurisdiction.
- 1.9. **"Know-how"** means unpatented/un-registered technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.
- 1.10. **"Project"** shall mean a written proposal setting forth the research to be performed under the terms of this Agreement pursuant to specific Statement of Work approved by the Lead Institution.
- 1.11. **"Principal Investigator"** shall mean the individual(s) listed on Project from each Party with primary responsibility for conducting and supervising the Project.
- 1.12. **"Receiving Party"** shall mean the Party(ies) to the Agreement, or its employees, agents and other authorized representatives, receiving the confidential information from the other Party to the Agreement, or its employees, agents and other authorized representatives.
- 1.13. **"Project Results"** means any technical result including, without limitation, all information, Know-how, results, inventions, software and other Intellectual Property identified or first reduced to practice or writing in the course of the Project specified in Exhibits as annexed hereto, which is attached to and made a part of this Agreement.
- 1.14. **"Statement of Work"** means the research tasks and objectives to be performed as part of the Project
- 1.15. In this Agreement:
- Headings are inserted for guidance only, and will not affect the meaning and interpretation of the remaining provisions of this Agreement;
 - a reference to a Party includes a reference to that Party's executor, administrator, heirs, successors, permitted assigns, guardian, and trustee in bankruptcy; all of whom, respectively, are bound by the provisions of this



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Agreement.

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to develop academic and educational cooperation, between the Parties and to cooperate in their mutual interest for a range of higher educational and research activities in the area / field of nanoelectronics / semiconductor ecosystem in furtherance to the Programme.

3. AREAS OF COOPERATION

3.1. Subject to the availability of funds, resources and approval of the authorized representatives of IISc and the Funding agency, where applicable, Institution agrees to develop the collaborative activities listed in the Annexure 1.

3.2. Point of Contact.

Institution Representative:

Dr Soney Varghese

Professor

School of Materials Science and Engineering
Engineering,

National Institute of Technology Calicut
Calicut, Kerala, 673 601

Email: soneyva@nitc.ac.in

Ph: (+91) 9446792019

IISc Representative:

Prof. Akshay Naik

Centre for Nano Science &

Indian Institute of Science,
Bengaluru – 560 012

Ph:(+91)80 2293 3517

4. IMPLEMENTAION

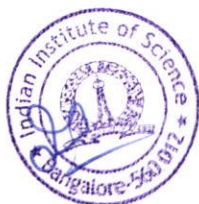
4.1. All activities listed in the Annexure 1 shall be implemented as per the terms of this Agreement including the terms specified in Annexure 1.

4.2. Institution shall be responsible financially for the activities carried out under its direction or by its employees, except as otherwise agreed to by the Parties.

4.3. Institution shall execute the approved Project proposal by IISc using its own funds and IISc shall provide technical guidance and inputs as required. Institution shall be permitted to use the Facility on a *pro bono* basis for a period agreed to by IISc for each Project approved. IISc shall, as part of the Program, absorb the costs incurred by Institution for providing access to use the Facility.

4.4. Institution shall acknowledge, CeNSE, IISc for the Facility use in research articles or publications in the following manner:

“This work (or a portion thereof) was supported by INUP-i2i at IISc Bangalore funded by Ministry of Electronics and Information Technology (MeitY). The work was performed using Facilities at CeNSE, Indian Institute of Science, Bangalore, funded by Ministry of Education (MoE), Ministry of Electronics and Information Technology (MeitY), and Nanomission, Department of Science and Technology (DST), Govt. of India.”



4.5. In the event Institution requires intellectual input from IISc employees, the Parties shall enter into a separate agreement.

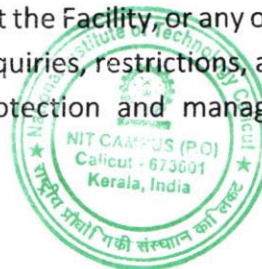
5. CONFIDENTIALITY

5.1. In the performance of the activities under the Agreement, it may be necessary for one Party to receive information that is proprietary and confidential to the Disclosing Party. All such information disclosed by the Disclosing Party orally, or in any tangible form shall be considered Confidential Information and kept in strict confidence. Except as otherwise provided herein, for a period of three (3) years following the date of disclosure, the Receiving Party agrees to use the confidential information only for purposes of this Agreement and further agrees that it will not disclose or publish such information without the prior written consent of the Disclosing Party.

5.2. Exceptions to confidential information

This Agreement does not apply to Confidential information that:

- a. is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of Receiving Party; or
 - b. was known to Receiving Party at the time of disclosure or was independently developed by Receiving Party, provided there is adequate documentation to confirm such prior knowledge or independent development;
 - c. is disclosed to Receiving Party by a third party and Receiving Party was not aware that the third party had a duty of confidentiality to Disclosing Party in respect of the information;
 - d. is used or disclosed by Receiving Party with Disclosing Party's prior written approval; or
 - e. is required to be disclosed by law or directions from a Court of Law or Government/Government Authorities, provided that Receiving Party makes its best effort to give Disclosing Party prior notice and the opportunity to obtain an order to prevent or restrict any such disclosure.
- 5.3. Receiving Party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized, or mistaken disclosure or use by its employees of Confidential Information disclosed hereunder.
- 5.4. Institution shall be solely responsible for securing and maintaining the confidentiality of any of their proprietary information possessed or used at the Facility or the Project Results obtained under their respective Projects. Institution is prohibited from accessing or attempting to access any research data or other confidential information possessed or maintained by any IISc personnel including researcher, any sponsor of research at the Facility, or any other user of the Facility. Institution shall cooperate with all inquiries, restrictions, and limitations made by IISc from time to time for the protection and management of confidential



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information at the Facility.

6. INTELLECTUAL PROPERTY:

The Parties retain ownership of any intellectual property created prior to the Effective Date and no license to such is implied. Any intellectual property created by an Institution based on the use of the Facility, shall belong to the Institution. In the event that new intellectual property is created during the Term of this Agreement with intellectual contribution of IISc employees and Institution employees, ownership of such intellectual property shall be jointly owned and the Parties shall negotiate in good faith the management and disposition of such intellectual property under a separate agreement.

7. SETTLEMENT OF DISPUTES

7.1. In the event of any dispute or difference between the Parties hereto, arising out of or in relation to this Agreement, such difference or dispute shall be resolved amicably by mutual consultation or through the good offices of the Director of IISc, or his/her nominee, who shall represent the interests of IISc, and the Head of the Institution or a person nominated by the Institution, involved in the dispute in the said context at the relevant point of time.

7.2. If such a resolution is not possible, then, only the unresolved portion of the dispute or difference shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time-to-time, or any enactment in place thereof by a Sole Arbitrator to be agreed by IISc and the Institution. The considered decision of the Sole Arbitrator shall be final and binding upon the Parties.

- a. The seat and venue of arbitration shall be in Bengaluru, India.
- b. The language to be used in the arbitration proceedings shall be English.
- c. The Courts in Bengaluru City alone shall have jurisdiction in connection with this Agreement.

8. APPLICABLE LAWS

This Agreement shall be construed, interpreted and governed by the laws of India and to the extent applicable, the laws of the State of Karnataka.

9. ADDRESS OF THE PARTIES AND COMMUNICATION

All notices and other communications required or permitted under this Agreement shall be deemed to be proper when given in writing and sent by registered post acknowledgement due or by facsimile and confirmed by mail, postage prepaid or through a reputed courier with proof of delivery, to the designated Party at the addresses provided hereinabove first mentioned or at such other address as the addressee-Party may in writing designate from time to time for these purposes. Any Party may by notice in writing to the other Party change the addresses and/or address



to which such notices are to be delivered or mailed.

10. TERM AND TERMINATION

10.1. **Term:** Unless terminated earlier as provided for herein, the Agreement shall commence on 01st February, 2023 ("Effective Date") and continue till the end of the Program i.e. 31st August, 2024 subject to availability of funds received by IISc from MeitY. In no event the Term of this Agreement shall be extended beyond the term of the Program.

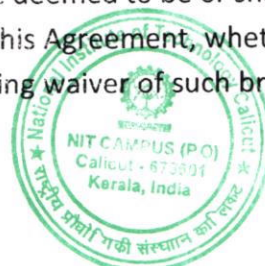
10.2. Termination:

- a. Either Party may terminate this Agreement for convenience and without cause at any time upon giving at least seven (7) days' prior written notice to the other Party.
- b. In the event Institution commits any breach of or default in any of the terms or conditions of this Agreement, IISc at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the Institution and such termination shall be effective as of the date of the receipt of such notice.
- c. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available to IISc in any financial period for obligations due from IISc under this Agreement, including but not limited to maintaining the Facility and/or equipment/instruments, then this Agreement shall terminate on the last day of the financial period for which appropriations were received. IISc agrees to provide written communication to the Institutions of this eventuality, should it occur.
- d. Upon termination/expiration of this Agreement for any reason the access to the Facility will be discontinued with immediate effect and all other support provided by IISc as per Annexure 1 will also come to an end.

11. MISCELLANEOUS

11.1. **Entire Agreement.** This Agreement sets forth the complete agreement of the parties concerning the subject matter hereof. No claimed oral agreement in respect thereto shall be considered as any part hereof. No amendment or change in any of the terms hereof subsequent to the execution hereof shall have any force or effect unless agreed to in writing by duly authorized representatives of the Parties.

11.2. **Waiver.** No waiver of any provision of this Agreement shall be effective unless executed in writing. No waiver shall be deemed to be or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.



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11.3. **Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and will not be used in interpreting or construing the provisions of this Agreement.

11.4. **Amendment.** No amendment or variation to this Agreement will operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both Parties signed by an authorized representative of each Party.

11.5. **Indemnity.**

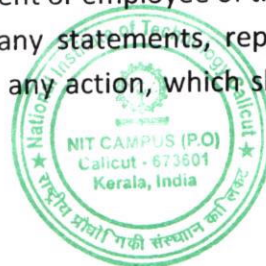
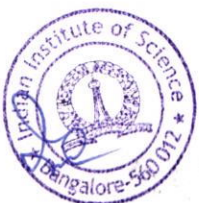
- i. Institution hereby agrees to indemnify, defend, save, and hold harmless IISc and its directors, employees, students, agents, consultants and each of them from any losses, liabilities, damages, costs, suits or demands they may incur arising from Institution's operations at IISc's premises, including but not limited to use of IISc's equipment, premises or Facilities, regardless of whether such harm is caused by the sole or partial fault of IISc personnel.
- ii. Institution hereby assumes full responsibility for and risk of bodily injury, death, or property damage that may be incurred arising from Institution's operations at IISc's premises, including but not limited to use of IISc's equipment, premises or Facilities, regardless of whether such harm is due to the sole or partial fault of IISc personnel.

11.6. **Use of Name.** A Party must not use the name, trademarks or logos of the other Party without that other Party's prior written consent. Any consent required may be given, withheld, or made subject to conditions in the relevant Party's sole and unfettered discretion. If seeking consent under this clause, the Party must provide written details of the proposed use of the other Party's name, trademark, or corporate logos to the other Party.

11.7. **Severability.** Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation then:

- a. such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance therewith the legislation or law;
- b. if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this Agreement and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall remain unimpaired.

11.8. **Independent Contractor.** For the purposes of this Agreement and all services to be provided hereunder, each Party shall be and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations nor may commitments of any kind, or to take any action, which shall be binding on the

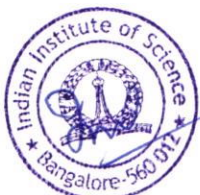


other Party, except as be explicitly provided for herein or authorized by the other Party in writing.

11.9. **Force Majeure.** Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting Party if the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, proven illness or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming Party, and such Party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a Party be required to settle any labor dispute or disturbance.

11.10. **IISc Safety Policy.** While on IISc premises at any time, Institutions representatives, officers, employees shall comply with all rules and regulations of IISc including its applicable safety policies and other related rules and regulations and anything in addition to the above as made known to Institution, its representatives, officers and its employees from time to time. Institution shall be responsible for its employees, representatives, officers, employees etc., while on IISc premises whether or not any actions fall outside the scope and course of the Agreement. Institutions shall ensure that at all times, its representatives, officers, employees and agents proceed directly to the IISc site/lab where the activities as contemplated under the Agreement will be performed. Institution shall indemnify, defend and hold harmless IISc and its officers and directors, employees, agents, and representatives from and against any damages, costs, penalties, fines, liabilities, or expenses that arise from third party actions or claims to the extent Institution has proximately caused any death or injury to persons, damage to tangible property, a violation of applicable laws and the applicable IISc safety policy, rules and regulations.

(Signature page follows)



IN WITNESS WHEREOF the Parties hereto have executed this Agreement in two copies under seal by their respective authorized signatories.

For and on behalf of Indian Institute of Science	
 कार्यभारी रजिस्ट्रार / Registrar In-Charge भारतीय विज्ञान संस्थान / Indian Institute of Science बंगलूर / Bangalore, 560 012 Signature with Seal: Name: MS. Indumati Srinivasan Designation: Registrar Date: 05/06/2023	Witnessed by:  Signature: Name: Prof. Akshay Naik Designation: Associate Professor
For and on behalf of National Institute of Technology Calicut	
 Chairperson, Centre for Industry Institutional Relations (CIIR) National Institute of Technology Calicut Calicut, Kerala- 673601, India Signature with Seal: Name: Dr Jose Mathew Designation: Chairman, Centre for Industry Institutional Relations (CIIR), NIT Calicut Date:	Witnessed by:  Signature: Name: Dr Soney Varghese Designation: Professor, SMSE, NIT Calicut

ANNEXURE 1

Activities to be executed by Institution

Institution should agree to implement at least 3 of the following during the Term of the Agreement:

- a. Start/Run a new course in the general area of nanoelectronics/semiconductor devices/nanophotonics/nanofabrication.
- b. Start/Run a new program in nanoelectronics/semiconductor devices/nanophotonics/nanofabrication.
- c. Submit a minimum of two grant proposals to external funding agencies in the area of nanoelectronics and related areas.
- d. Conduct minimum of two medium-term research projects at IISc Bangalore.
- e. Avail internship for a minimum of two qualified B.Tech / M.Tech at IISc Bangalore.
- f. Avail nanocentre usage by Ph.D. / Master's students (minimum 3 users) for six months duration.
- g. Good faith attempts to set up nano facility (through DST FIST/ MeitY or other avenues).

IISc shall provide financial support for the internship only and for all other activities IISc shall provide technical inputs and assistance to Institution. In addition, IISc shall provide access to the Facility as agreed to under Section 4.3 of the main Agreement. Institution shall use its own funds for executing each of the activities listed above.

