



Confidential

**Memorandum of Understanding between
M/S Tata Elxsi Ltd (TE)
And
Sree Chitra Thirunal College of Engineering (SCTCE)**

This Memorandum of Understanding (MoU), is made on this the **23rd** day of **February 2022** by and between TATA ELXSI LIMITED, a company incorporated under the laws of Republic of India, having its principal place of business and registered office at ITPB Road, Whitefield, Bangalore 560 048, India (hereinafter referred to as 'TE' which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and assigns

And

Sree Chitra Thirunal College of Engineering hereinafter referred to as SCTCE

1. Introduction

TE is in the business of providing Product Design Services, Industrial Design & Engineering Services, Animation, Visual effects and game asset building and System Integration services;

SCTCE, started in 1995, is the first Self finance Engineering College initiated and Governed by the Govt of Kerala is accredited by NBA and is ISO 9001:2008 certified. SCTCE is also one among the seven colleges in the state of Kerala selected for the World Bank aid under the TEQIP of Govt of India in the first phase. The institute currently offers six under graduate programs and three post graduate programs. The Institute also has the privilege of being the first engineering college in the state of Kerala to offer a BTech degree course in Automobile Engineering. The institute is one of the most preferred engineering college in the state because it maintains high academic status by bagging more than 40 University first ranks ever since its inception and is able to provide almost 100% placements for the eligible candidates.

Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

2. Objectives of Cooperation

The main objective of this MoU is to provide a platform to build a strong and mutually fruitful relationship between TE and SCTCE. The primary goals are:

1. To develop and foster strategic linkages with SCTCE and the departments at TE.
2. To assist the students and enhance their knowledge about the latest technologies in which TE is involved.



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3. To understand the needs and expectations of both the institute and the organization and to identify the measures required to meet requirement therein.

3. Coordination

TE and SCTCE will establish a "joint working group" for coordination. Both parties will ensure that the working group comprises of appropriate personnel to discuss and implement the measures mentioned in this MoU. From SCTCE, it would be the HOD and designated Faculty co-ordinator. Both parties shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

4. Mechanisms for Cooperation

The "joint working group" to implement, administers and execute the following measures as under -

4.1 Technical presentations and talks at SCTCE.

TE may provide its speakers to participate and deliver technical presentations, webinars and talks on topics of common interest that are jointly decided by SCTCE and TE.

4.2 Projects for Undergraduates and Post-graduate students

TE shall explore the possibility of increased student and faculty interaction by way of internships for post graduate students and projects for students from both undergraduate and post-graduate courses. Such internships and project opportunities will be dependent on the need and availability of such projects in TE.

4.3 Lab visits

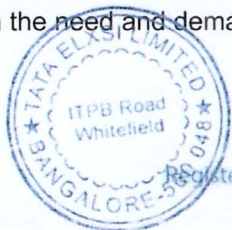
College faculty and students can visit the labs and other infrastructure at TE and get insights on the industry trends. TE will facilitate lab visits to selected members on case to case basis, adhering to the restrictions imposed by the clients and the business ethics.

4.4 Technical and Soft-skill trainings

TE has an extensive training department which facilitates various technical and soft-skill trainings to its employees and a vast repository of training and reference materials. TE agrees to offer some of the relevant trainings to members from SCTCE.

4.5 Placement of Competent students

TE may offer campus placements for competent students from SCTCE, on its sole discretion and based on the need and demand



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5. Confidentiality

Either party guarantees and acknowledges that all information whether in writing or oral or otherwise obtained from other party under this MOU would be kept strictly confidential during the MOU or after cessation, either party shall not divulge, disclose or impart to any third person/organization. The provision of this clause shall survive the termination of this MOU.

6. Monitoring of Implementation

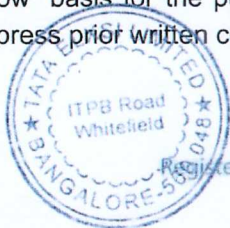
A Co-ordination Committee consisting of two faculty members of SCTCE and two officers nominated by TE will do the planning and monitoring of the implementation of the various aspects of this MoU. There would be quarterly & annual reviews. These reviews would primarily focus on the objectives of this MoU.

7. Intellectual Property

Title to the intellectual property rights of the software/ documents supplied/furnished if any under this MoU by TE will at all times remain proprietary of TE. Title to the intellectual property rights in materials solely and independently developed by SCTCE hereunder will at all times remain with the SCTCE. Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

8. General

1. This MOU shall be valid for a period of 24 months from the Effective Date. This MOU shall be renewed for further term with mutual consent. This MoU may be terminated by either party by providing the other one (1) month's written notice. Clauses 5 and 7 of this MoU shall survive any such termination.
2. Neither party hereunder shall be liable for any direct, indirect, consequential loss or damages arising out of the performance of obligations under the terms of this MoU.
3. Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
4. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
5. Neither party will disclose the existence, or the terms and conditions, of this MOU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.



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6. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

7. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

8. The parties to this MoU shall not be liable to each other for failure or delay in the performance or any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosion, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.

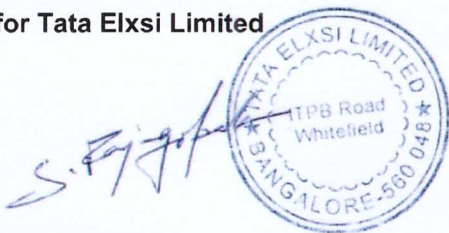
9. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.

10. All dispute or difference arising between the Parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion between representatives of TE and SCTCE.

11. In the event of failure to reach an amicable solution by both the Parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred to and settled by Arbitration by three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators. The Arbitration proceedings shall be in accordance with the Arbitration & Conciliation Act 1996. The venue of arbitration proceedings shall be Bangalore and the arbitration proceedings shall be in English language. The Parties hereby agrees to submit to the exclusive jurisdiction of the courts in Bangalore for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

Agreed to:

for Tata Elxsi Limited



Rajagopalan S.
VP & Head - Human Resources
Tata Elxsi Limited,
ITPB Road Whitefield,
Bangalore - 560048, India

Date: 23rd February 2022

for Sree Chitra Thirunal College of Engineering



Prof (Dr.) V. Syam Prakash
Principal
Sree Chitra Thirunal College Of Engineering
Pappanamcode, Thiruvananthapuram
kerala -695018

Date:

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