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**Memorandum of Understanding between
Sapience Consulting, a Texas Instruments University Program Partner, India
and
Jawaharlal Nehru Technological University Anantapur**

This memorandum of understanding (MoU) which is signed on 21.11.2014 and expires on 20.11.2017.

IS BETWEEN

Sapience Consulting, having its registered office F-2, 1st Floor, 99D, LXY Aura, 5th Block, Koramangala, Bangalore-560095, India (hereinafter referred to as "COMPANY", which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the FIRST PARTY.

AND

Jawaharlal Nehru Technological University Anantapur a State level Govt. University registered under Act No.30 of 2008, Govt. of A.P. having its registered office at Ananthapuramu, hereinafter referred to as "UNIVERSITY", 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.

(COMPANY and UNIVERSITY shall hereinafter be individually referred to as "Party" and collectively referred to as the "Parties")

WHEREAS

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- A. COMPANY, which is University Program partner of Texas Instruments (India) Private Limited (TI-India) which works with leading universities and engineering colleges in India, helping them improve curriculum
 - B. UNIVERSITY is one of India's most renowned engineering educational universities and often collaborates with leading companies in the area of curriculum enhancement in order to provide advanced technical knowledge to students.
 - C. The Parties are now desirous of collaborating on curriculum amendment and setting up center of excellence activities subject to the terms contained herein.
1. A **steering committee** will be set up to monitor the activities of the MoU. The committee will consist of Ms. Apurva Varma from Sapience Consulting and the Registrar, JNTUA. With mutual consent, the steering committee / Team can be expanded to include more members from the two organizations. The steering committee will be the supreme body as far the implementation of the activities of the MoU, the continuation of the MoU, and termination of the MoU are concerned.
- a. Steering committee to meet on monthly basis to discuss, analyze the progress of activities and milestones achieved as per ANNEXURE B, & C.
 - b. Steering committee to send monthly update to TI, giving the status report of labs, syllabus, workshop in line with ANNEXURE B, & C.

2. **Syllabus Amendment and COE set up:**

a. COMPANY's Responsibilities:

- 1. COMPANY will conduct hands on workshop for faculty (Faculty Development Program also known as) on TI Analog and Embedded technologies to increase the awareness about the usage of the TI Analog and Embedded technologies
- 2. After Syllabus amendment as per clause C.3, COMPANY will set up TI Center of Excellence at the UNIVERSITY as per ANNEXURE A.
- 3. COMPANY, along with steering committee, will work with UNIVERSITY for syllabus amendment.
- 4. COMPANY, along with steering committee, will support and ensure the proper usage of CoE at 03 Constituent colleges of the UNIVERSITY.
- 5. COMPANY will submit quarterly reports each quarter from CoE in UNIVERSITY.
- 6. COMPANY will conduct short-term courses, train-the-trainer programs and student workshops on TI embedded processors and analog platforms as per clause C.4.
- 7. COMPANY to collaborate with UNIVERSITY in showcasing the projects carried out in the CoE, Labs through books, teaching materials, videos, etc.

b. UNIVERSITY's Responsibilities:

- 1. Set up a "Texas Instruments Centre of Excellence for Teaching Embedded Processing and Analog" at 03 Constituent colleges of the University.
- 2. The faculty and students of UNIVERSITY will use the CoE to teach Analog & Embedded Technologies and develop materials for the teaching around Texas Instruments products in these areas.
- 3. UNIVERSITY will be responsible for purchasing any other equipment required for setting up the lab and for the maintenance of the lab.

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4. UNIVERSITY will keep adequate Technical staff to Operate and maintain the kits and handle the projects maintaining the quality of the program.
 5. UNIVERSITY to work with COMPANY for syllabus amendment as per clause C.3.
 6. UNIVERSITY will ensure the proper usage of CoE at its Constituent Colleges.
 7. UNIVERSITY will support COMPANY in obtaining quarterly reports every quarter from TI labs at UNIVERSITY & affiliated colleges.
 8. UNIVERSITY will provide facility and infrastructure to conduct short-term courses, train-the-trainer programs; student workshops on TI embedded processors and analog ICs as per clause C.4.
 9. UNIVERSITY will collaborate with COMPANY in showcasing the projects carried out in the Centre through books, teaching materials, videos, etc.
 10. UNIVERSITY will collaborate with COMPANY in creating Awareness of the usability of the center.
 11. UNIVERSITY will get research support from TI in the form of "TI Reference Design library" and other web resources
3. **Syllabus:** The UNIVERSITY will introduce teaching course and lab course on TI Analog and Embedded Technologies in their undergraduate engineering curriculum (mandatory course and not as elective) of its affiliated colleges. COMPANY, along with steering committee to assist UNIVERSITY in curriculum amendment. Syllabus amendment should happen as per ANNEXURE B.
4. **Faculty Development Program (FDP):** UNIVERSITY will organize at least four faculty development programs in its premises for its faculty members within 6 months of signing the MoU. UNIVERSITY will provide the infrastructure facility for conducting the faculty development program. COMPANY will help the college in conducting this program. FDP will happen as per ANNEXURE C.
5. This MoU constitutes the entire agreement between the parties in relation to the matters referred to in it and supersedes any previous agreement, documentation and correspondence between the parties in relation to those matters.
6. **Confidentiality**
- a. Each Party (the "Receiving Party") recognizes that in the course of the transactions envisaged between itself and the other Party (the "Disclosing Party"), it shall be privy to certain Confidential Information relating or belonging to such Disclosing Party/its affiliates. The Receiving Party therefore agrees that:
 1. it shall not, without the prior written permission of the Disclosing Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any third party;
 2. it shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
 3. it shall promptly inform the Disclosing Party of any potential or accidental disclosure of Confidential Information and shall take all steps, together with the Disclosing Party, to retrieve and protect the said Confidential Information;
 4. it shall ensure that all of the Receiving Party's faculty, employees, students, scholars, researchers and/or representatives or other persons who are given access to the Confidential Information shall at all times be bound

by legally valid, written non-disclosure obligations at least as stringent as those contained herein:

5. and it shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner to the exclusion of or to the detriment of the Disclosing Party/its affiliates.
- b. Upon the termination of this Agreement or upon demand by the Disclosing Party, whichever is earlier, the Receiving Party shall forthwith ensure the return to the Disclosing Party of all Confidential Information and copies thereof in the possession or under the control of the Receiving Party, its faculty, employees, students, scholars, researchers and their affiliates and shall thereafter provide written confirmation to the Disclosing Party affirming the Receiving Party's compliance with the foregoing.
- c. The term "Confidential Information" as used hereinabove means, with respect to the Disclosing Party/its affiliates, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to present or potential business, functionalities and specifications of the Disclosing Party's/its affiliates' products, devices or silicon (whether existing or planned), research/development, intellectual property, technology, designs, computer software, training methodologies, production techniques, testing plans and results, associates, customers, suppliers, competitors, regulatory matters, pricing, business development, marketing plans or strategy, sales matters/data, employees, financial matters or data, litigation/disputes and any information which might reasonably be presumed or identified to be proprietary or confidential in nature. However, "Confidential Information" would not include any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) can be demonstrated to have been lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) can be evidenced to have been known to the Receiving Party prior to its disclosure under this Agreement (iv) is required to be disclosed by governmental or judicial order, in which case the Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy.
- d. Neither Party shall issue any press releases or website announcements or otherwise publicize the existence or any of the terms of this Agreement or other writing executed between the Parties without the prior written consent of the other Party.
- e. The Parties acknowledge and agree that the above provisions relate to special, unique and extraordinary matters, and that violation of any of the terms of the same by the Party shall cause irreparable injury to the other Party/its affiliates and such other Party/its affiliates shall therefore be entitled to an interim injunction, restraining order or such other equitable relief as may be available to it under applicable law. These remedies are cumulative and are in addition to any other rights and remedies that the said other Party/its affiliates may have at law or in equity.

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7. **Intellectual 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, copyrights, computer software, code, designs, chip topography rights, mask works, trade secrets, know how, techniques, methodologies, trademarks, service marks, logos, trade names and corporate names.
 - b. It is hereby expressly clarified that any Intellectual Property independently created by UNIVERSITY / its faculty / students at the Texas Instruments Centre for Excellence which is not derived from and does not embody TI Intellectual Property or TI Confidential Information shall vest solely with UNIVERSITY, and TI/TI-India shall not be entitled to the same."
8. **Representations and warranties**
- a. The Parties hereby represent and warrant that:
 1. Each of them has full power and authority to enter into this Agreement.
 2. The execution and delivery of this Agreement will not result in breach of any terms and conditions of any agreements, or constitute default under or violate any law, rule or regulation or any order, judgment or decree of any court, tribunal or governmental body.
 - b. It is clarified that COMPANY or its affiliates does not provide any warranty or undertaking to UNIVERSITY or assume any obligations as regards the quantum or nature of TI hardware and software development tools and educational materials that would be funded/provided by COMPANY.
9. **Indemnity**
- a. Each Party (the "Breaching Party") shall indemnify and hold the other Party/its affiliates (the "Non-Breaching Party") harmless against any and all losses, claims, damages, liabilities, actions, proceedings, costs, charges, expenses and interests incurred by the Non-Breaching Party and arising out of any breach of the terms of this Agreement by the Breaching Party or out of any representation made by the Breaching Party being incorrect, misleading or materially incomplete in any manner whatsoever.
10. **Relationship**
- a. UNIVERSITY understands and acknowledges that its relationship with COMPANY or its affiliates 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 to bind the other or shall be deemed to have any authority of the other otherwise than as strictly provided herein.
11. **Export control**
- a. Each Party hereby agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither it nor its subsidiaries or affiliates shall knowingly export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from the other Party or any of its affiliated companies/entities, or export, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR.

- b. Each Party understands and acknowledges that products, technology (regardless of the form in which it is provided), software or software source code, received from the other Party or any of its affiliates under this Agreement may be under export control of the United States or other countries. Each Party shall comply with the United States and other applicable non-U.S. laws and regulations governing the export, re-export and release of any products, technology, software, or software source code received under this agreement from the other Party or its affiliates. A Party shall not undertake on the other Party's/its affiliates' behalf any action that is prohibited by the EAR or other applicable US/non-US export control laws. Without limiting the generality of the foregoing, each Party specifically agrees that it shall not transfer or release products, technology, software, or software source code of the other Party or its affiliates to, or for use by, military end users or for use in military, missile, nuclear, biological, or chemical weapons end uses.

12. **FCPA and other compliances**

- a. UNIVERSITY shall comply with the US Foreign Corrupt Practices Act, the Indian Prevention of Corruption Act, 1988 and all similar or related US and Indian laws, rules and regulations as may be enacted, amended or applicable from time to time and shall refrain from either directly or indirectly doing or refusing to do anything that may result in any liabilities or claims accruing against the COMPANY.

13. **Information Rights**

- a. UNIVERSITY shall, if requested by COMPANY or its affiliates, forthwith provide COMPANY nominees access to all information, records, books and documents as may be required by COMPANY to verify UNIVERSITY's and each Visiting Faculty Member's compliance with the provisions of this Agreement and other documentation that may be executed between COMPANY and UNIVERSITY/or the associated Faculty Member. COMPANY's nominees participating in such exercise shall be entitled to make copies of such information, records, books and documents and to interview the relevant UNIVERSITY personnel and associated Faculty Members. COMPANY undertakes that in the event that it incidentally becomes privy to any proprietary or secret/non-public information belonging to UNIVERSITY or its affiliates in the course of the above exercise which has no bearing on COMPANY's assessment of UNIVERSITY's compliance with the specified provisions hereof, COMPANY shall keep such information confidential and not disclose the same to any third parties or otherwise use the same to the exclusion or detriment of UNIVERSITY.

14. **Term and Termination**

- a. This Agreement shall become effective from the date hereof and shall remain in force unless terminated in accordance with the provisions of this Section 16.
- b. This Agreement may be terminated by a 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.
- c. Any Party may terminate this agreement without specifying any reason by providing 90 days prior written notice in that behalf to the other Parties.
- d. 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. Further, the

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provisions of Sections [6,7,11,15] shall continue to remain binding notwithstanding the termination or expiry hereof.

15. Governing law and dispute resolution

- a. This Agreement shall be governed and construed in accordance with the laws of India.
- b. If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to a sole arbitrator, who shall be nominated by mutual consent. If the Parties are unable to agree upon the nomination of a sole arbitrator within 30 days of the dispute having arisen, each Party to the dispute (in case it is bipartite) shall nominate one arbitrator and the two arbitrators so nominated will appoint the third, presiding arbitrator. If the dispute is a tripartite one, each of the Parties will nominate one out of the total of three arbitrators. The place of arbitration shall be Bangalore. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be in the English language.
- c. Subject to the provisions of Section 15b above, the courts at Bangalore shall enjoy sole jurisdiction over matters related hereto. It is hereby clarified that nothing herein or in Section 15b above shall be construed to prevent COMPANY /its affiliates from approaching courts in any jurisdiction deemed appropriate by them for the purpose of obtaining injunctive and equitable relief.

16. General Provisions

- a. Any notice under this Agreement will be in writing and will be: (i) given in person; or (ii) sent by facsimile or electronic mail and confirmed by sending through registered post or nationally recognized courier within three (3) calendar days thereafter, or (iii) sent by registered post or nationally recognized courier, with postage prepaid, to the address specified below or to any other address that may be designated by a party by prior written notice. Any notice delivered by facsimile or electronic mail will be deemed received the day it is sent. Any notice or other communication sent by registered post or nationally recognized courier will be effective as of the date of the receipt.
- b. Entire Agreement: This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties relating to its subject matter and, this Agreement supersedes any and other prior agreements, communications or understandings, whether oral or written, pertaining to the subject matter hereof.
- c. Amendment to Agreement: This Agreement may not be amended, varied, waived, explained, added to, extended or changed in any way except in writing, signed by a person duly authorized to execute such modification or amendment on behalf of either Party.
- d. Waiver: Any failure by either party to exercise its rights or any delay, forbearance or indulgence by either party in exercising any rights under this agreement shall not operate as a waiver of that right or preclude its exercise at any subsequent time or on any subsequent occasion.
- e. Severability: In the event that any one or more of the provisions contained herein are, for any reason, discovered to be unenforceable in any respect under the laws of India, the remainder of this Agreement shall be in full force and effect.
- f. No Exclusivity: Nothing herein shall be deemed to restrict any Party from entering into similar arrangements with any third parties.

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- g. Force Majeure: Neither Party shall have any right to terminate this Agreement for any breach caused by reason of, nor shall either Party be liable for any loss or damage caused to the other by reason of any failure or delay of such Party in meeting its obligations under this Agreement which is due to any riot, strike, fire, accident, explosion, flooding, terrorism or malicious damage not attributable to the default or negligence of such Party or to any other cause (whether similar to the foregoing or not) not so attributable. Each Party shall forthwith notify the other of any event likely to cause such failure or delay immediately upon the same having come to such Party's knowledge. Provided that in the event that any event of *force majeure* which prevents either Party from fulfilling its obligations under this Agreement persists for a continuous period of 45 days, either Party may forthwith terminate this Agreement and the consequences of such termination shall be the same as termination under Section 14 (d).

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

JNTUA

By: 

Name: Prof. S. Krishnaiah

Title: Registrar

Date:



Sapience Consulting

By: 

Name: Apurva Varma

Title: Director-Operations

Date:


21.11.2014

WITNESSES:

1.


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ANNEXURE A – Definition of CoE and Teaching lab

CoE will comprise of 10 labs from below list

Sl.No.	Lab Definition	Lab composition
1	One MSP 430 Lab	20 MSP430 G2 Launchpads OR
		10 MSP430 Launchpad + 2 MSP-EXP430F5529 experimenter kit
2	One C2000 Lab	10 LAUNCHXL F28027 Launchpads+Two 28335 Peripheral explorer kits
3	One TIVA Lab	20 EK-TM4C123GXL TIVA Launchpad
		10 TIVA Launchpads + 2 DK-TM4C123G kit OR
4	One Analog Attach Lab	15 Launchpads (MSP430 G2/ LAUNCHXL F28027 / EK-TM4C123GXL TIVA) and 5 Booster Packs (430BOOST-SENSE1/ 430BOOST-TMP006/ BOOSTXL-SENSHUB/ BP-EDUC-01)
5	One Connectivity Attach Lab	6 EZ430-RF256x Bluetooth Evaluation Kit OR
		6 MSP Launch Pad (MSP-EXP430F5529) + 6 CC3100boost OR
		12 MSP-EXP430G2 + 6 CC110L Booster Packs OR
		CC2530EMK/CC2520EMK with MSP430 Experimenter Boards for 2.4GHz Zigbee applications.
6	One Analog Lab	6 ASLK PRO kits
Other material that may be needed in Lab		
1	IDE	Code Composer Studio CCSv5.0 or above
Teaching & Branding Material		
1	Teaching ROMs on TI platforms	
2	Textbooks on TI technologies available in Indian Editions	
3	Lab Manuals available in Indian Editions	
4	TI Lab posters, and collaterals	

COMPANY and UNIVERSITY to ensure for each lab set-up in UNIVERSITY or Constituent colleges, following milestones to be completed within two months of confirming a lab.

- UNIVERSITY to receive tools from COMPANY.
- COMPANY to conduct first level hands-on training for faculty and students of UNIVERSITY.
- UNIVERSITY to allow COMPANY to conduct first level hands-on training in its premises.
- UNIVERSITY & COMPANY to ensure TI branding of lab with posters, signage etc.
- UNIVERSITY & COMPANY to ensure TI teaching material available in the lab.
- UNIVERSITY to give acknowledgement letter to COMPANY, as per ANNEXURE D

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ANNEXURE B – Syllabus Amendment to include TI Technology

1. COMPANY will provide curriculum structure, content to UNIVERSITY for incorporation into UG core courses
2. Before syllabus amendment COMPANY will identify the courses where TI components and boards may be used in experimentations, and accordingly will have to conduct the workshops as a part of increasing the awareness of the same among the UNIVERSITY and its affiliated colleges.
3. UNIVERSITY & COMPANY will ensure that there is syllabus amendment to include TI analog & embedded processors in the main syllabi (not as elective subject) adopted by all affiliated colleges. It will be the responsibility of the UNIVERSITY and affiliated colleges to reflect the syllabus amendment on its website and share the circular, course content with COMPANY
4. It is a responsibility of the COMPANY to ensure that syllabus amendment is shared with TI in the form of circular or website announcement. Course content also to be shared with TI.
5. It will be the responsibility of the COMPANY to equip UNIVERSITY & affiliated colleges with available TI teaching material.
6. UNIVERSITY and affiliated colleges must encourage its faculty to use available teaching material and develop textbooks and other course material to be used in teaching.
7. COMPANY to support faculty of UNIVERSITY and affiliated colleges to develop teaching course material on TI platform.

ANNEXURE C – Faculty Development Program (FDP)

1. COMPANY will conduct in total 4 FDPs in UNIVERSITY and Constituent colleges within 6 months time frame after signing the MoU.
2. COMPANY and UNIVERSITY will ensure that each FDP should be hands-on and each FDP should have minimum attendance of 40 relevant faculty.
3. UNIVERSITY and Constituent colleges will provide infrastructure, lab facility to conduct the workshop.
4. COMPANY will provide technical expertise.
5. UNIVERSITY and COMPANY will carry out publicity to draw participation.
6. COMPANY will share event announcement with TI at least two weeks prior to the event.
7. COMPANY will share post FDP deliverables in prescribed format like – pictures, participants email, consolidated feedback, trainer's remark.
8. COMPANY, UNIVERSITY & affiliated colleges to ensure TI-India branding during FDP.

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ANNEXURE D: Acknowledgement letter

(To be printed on college letter-head)

To,
TI India University Program
Texas Instruments India
Bagmane Tech Park
CV Raman Nagar
Bangalore – 560093

Sub: - TI Sponsored _____ Lab

Dear Sir,
On Behalf of _____ <name of the college> _____, I _____ <name of the professor> _____ acknowledge that COMPANY has helped our <NAME of Department> in setting up TI teaching lab on <Name of the platform>. We have received kits as per the description given in following table. We confirm that COMPANY has conducted first level hands-on training for our students and faculty.

S.NO.	Name or Description of the kit	Quantity

As committed in the MoU, TI teaching lab will be set-up with the above mentioned kits and this lab will be used for teaching, project and research in the college for the benefits of the students, faculty and college. We also assure that we will maintain the branding of TI lab in our department as per the MoU guidelines and will use the teaching material given to us COMPANY efficiently.

Thank You,
With Regards,
Signature of the Co-ordinator of TI Program with Seal

Annexure E:

UNIVERSITY & COMPANY will work together to set up teaching labs in its 03 constituent colleges, each with at least two teaching labs – Analog & Embedded Processors within 3 months of signing MoU.

University & Company will strive to achieve their quarterly goals in providing training to the relevant faculty of constituent & affiliated as detailed below:

S.No.	Minimum no. of affiliated institutions covered	Minimum no. of participants	Tentative timeline	COMPANY & UNIVERSITY shall ensure the following deliverables to TI for each lab setup
1	30	40	Feb 2015	<ul style="list-style-type: none">Acknowledgement letter from the concerned as per format in Annexure DQuarterly report from University which will highlight on programmes run, list of experiments being carried out, projects being carried out, workshops etc.
2	25	40	March 2015	
3	25	40	April 2015	
4	26	40	May 2015	

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