

Memorandum of Understanding

Between



Sankalp Semiconductor Pvt Ltd,
Kolkata

And



Heritage Institute of Technology,
Kolkata

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into on this

17th day of December, Two Thousand Fourteen between

Sankalp Semiconductor Private Ltd, Kolkata, having its Office at DLF IT/ITES SEZ, Block No. – 1B, 11th Floor, Plot No. – II F/1, Action Area – II, Newtown, Rajarhat, Kolkata – 700156, West Bengal, India, hereinafter called and referred to as "Sankalp" (which term of expression shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) on the ONE PART.

AND

Heritage Institute of Technology, 994, Madurdaha, Chowbaga Road, Anandapur, P.O. East Kolkata Township, Kolkata – 700107, West Bengal, India, a private engineering college established in 2001, affiliated to the West Bengal University of Technology and gaining 'Autonomous Status' in 2014, hereinafter called and referred to as Heritage (which term of expression shall, unless excluded by or repugnant to the context or subject, be deemed to mean and include its successors-in-office, administrators, legal representatives and/or assigns) on the OTHER PART.

WHEREAS Sankalp is a VLSI Design Services company with its expertise in Analog and Mixed Signal VLSI Design & Layout, has, for close to a decade, been providing Services to leading industries across the globe as VLSI solutions to their various mission-critical business applications.

AND WHEREAS Heritage is a leading College offering (a) Undergraduate and Postgraduate courses in (i) Engineering and Technology and (ii) Applied Sciences, leading to B.Tech, M.Tech and MCA Degrees in different disciplines.

AND WHEREAS both Sankalp and Heritage have concurred that it shall be in their common interest as well as in the best interest of both Academia and the Industry to:

- Share their knowledge and skills for continual development and upgradation of Technology in VLSI Design & Layout, Embedded Systems and Nanotechnology, in particular

and

- Build up research centers for encouraging entrepreneurship, innovation and training in the field of VLSI Design & Layout, Embedded Systems and Nanotechnology, keeping the need of social and industrial upgradation in mind

AND WHEREAS In appreciation of the above and in furtherance of the common desire for improving the quality of graduating students of Heritage and for encouraging such students to undertake research and development activities at Heritage, both Sankalp and Heritage agreed to join hands together.

NOW THEREFORE to act in a collaborative manner to fulfill the common desire as aforementioned, Sankalp and Heritage enter into this Memorandum of Understanding (MoU) on this 17th day of December, 2014, at Kolkata, West Bengal, India and by putting their respective seals and signatures on this Memorandum of Understanding, both the parties hereto agree to work together in an environment of mutual trust and cooperation as per the modalities inscribed hereafter.

The parties hereto agree to explore various possibilities of building and maintaining a synergistic relationship and to work together to achieve, *inter-alia*, the following objectives:

OBJECTIVES

1. To foster bilateral collaboration between Sankalp and Heritage towards furtherance of improvements in the standards and industry orientation of learning.
2. To provide guidance to interdisciplinary people for potential VLSI related applications in their respective fields.
3. To provide training on standard VLSI CAD tools.
4. To assist in development and fabrication of VLSI Test-Chips designed by Heritage and Sankalp jointly, if any, including Academy-Fab Shuttle Programs and through technical knowledge sharing, mentoring and periodic reviews.

5. To help final year students of Undergraduate/Postgraduate Engineering courses (ECE/VLSI) at Heritage to undertake industry specific Project/ Dissertation work.
6. To undertake such other collaborative projects as may be agreed upon by the parties hereto as activities in consonance with or peripheral to the objectives stated above.
7. To facilitate Sankalp engineers' plans of part-time higher studies at Heritage, if any.
8. To impart technical and soft skills training to Sankalp engineers, as deemed suitable, with the help of Faculty at Heritage.

MODUS OPERANDI

In order to accomplish the stated objectives each party shall endeavor to fulfil the commitments on their respective parts as are inscribed hereunder:

- 1) Heritage would provide the necessary space and other infrastructural facilities to Sankalp in its Campus premises. In this space, they can work on Design Prototypes with help from students and faculty members. These Design Prototypes will be developed as an outcome of projects under industrial guidance by Sankalp. These will be in the area of Analog & Mixed Signal Design/Layout/Verification and Hardware. The team can comprise of Undergraduate & Post-Graduate students, Faculty members and Sankalp engineers.
- 2) The Administrative contact point and Technical & Academic contact point will be as mutually agreed by both parties.
- 3) Sankalp will provide guidance to budding entrepreneurs to develop their setups while providing training to students and researchers on latest VLSI CAD tools.
- 4) Sankalp will provide technical guidance for the development and fabrication of VLSI Test-Chip, designed jointly by Heritage students and Faculty members and Sankalp engineers and mutually involve in other collaborative efforts with the Semiconductor industry.
- 5) Sankalp Engineers will provide occasional lecture presentations to B.Tech ECE and M.Tech ECE VLSI students as part of Industry-oriented Training as needed.
- 6) To provide scope of working in core Semiconductor Industry, Sankalp will do opportunistic recruitment of graduating B.Tech ECE and M.Tech ECE VLSI Students if there is any requirement.

- 7) To incorporate Industry related subjects and contents, Sankalp will extend helping hand to fine tune Autonomy Syllabus and Course Structure for B.Tech ECE and M.Tech ECE VLSI, as applicable.
- 8) The partnership shall undertake bilateral collaborative work to be executed jointly by Sankalp and Heritage, and Sankalp shall enjoy unhindered right to participate in collaborative research program. Any Intellectual Property created/developed may be patented jointly by the inventors, Heritage and Sankalp. Exclusive right for use of the invention so patented, so far as it concerns marketing and business, shall vest with Sankalp. Heritage may receive a portion of such proceeds as may accrue from such commercialization. For any kind of creation of IP through the activities where both Heritage and Sankalp are involved, Sankalp has to enter into an Agreement, as per IP protocol of Heritage, if any.
- 9) Financial implications of any activity related to Training, IP, Patent and Test-Chip Fabrication/Commercialization of any Design Prototype involved in this partnership will be addressed separately on a case-by-case basis, in writing by both parties.
- 10) Any collaboration with other Academic/Research institutions from the region, if the need/opportunity arises or as suggested by Sankalp, should be facilitated by Heritage.

DECLARATION

Both Sankalp Semiconductor Private Ltd., Kolkata, and Heritage Institute of Technology, Kolkata, are pleased to enter into this Memorandum of Understanding and believe that such an understanding would lead to a continuing period of meaningful interaction, co-operation and exchange of information and ideas between the parties hereto.

Both the parties hereto further agree that they shall uphold the spirit of this agreement and shall strive to continually develop the various aspects envisaged in this Memorandum of Understanding.

Unless otherwise terminated prematurely through mutual agreement or because of a *force majeure*, this Memorandum of Understanding will be in force for a period of Three (3) Years from the date of signing of this memorandum, provided that, if both the parties hereto so desire, the Memorandum may further be renewed/continued, with or without any modification or amendment, as may be agreed to by both Sankalp and Heritage.

Both Sankalp and Heritage agree that disputes and differences, if any, arising out of this Memorandum regarding interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability, residual or otherwise, shall be resolved, reconciled and settled amicably through dialogue and discussion between the parties.

IN WITNESS WHEREOF the parties hereto set and subscribe their respective hands and signatures this 17th day of December, Two Thousand Fourteen.

Signed on behalf of
Sankalp Semiconductor Pvt. Ltd.,
Kolkata




(Signature and seal of the authorized
signatory, Sankalp Kolkata)

Signed on behalf of
Heritage Institute of Technology,
Kolkata


Principal
Heritage Institute of Technology

(Signature and seal of the Principal,
Heritage)

In witness whereof Sankalp and Heritage have executed this Memorandum of Understanding (MoU) on the date first written above.

For Sankalp Semiconductor Private Ltd, Kolkata

Signature: Priyanko Mitra
Name: PRYANKO MITRA
Address: Sankalp Semiconductor Pvt Ltd, Kolkata



For Heritage Institute of Technology, Kolkata

Signature: D. C. RAY
Name: D. C. RAY
Address: _____

