

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as “**MOU**”) is effective as of 14<sup>th</sup> November, 2019 entered between **Manav Rachna International Institute of Research and Studies (MRIIRS)** having its Registered Office at Sector-43, Aravalli Hills, Delhi- Surajkund Road, Faridabad

(hereinafter referred to as “**Institute**” which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the ONE PART.

AND

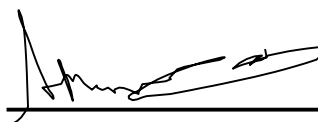
**Intel Technology India Private Limited**, a company incorporated under the Companies Act, 1956, having its Registered Office at 23-56P, Devarabeesanahalli, Varthur Hobli, Outer Ring Road, Bangalore-560103 (hereafter referred as “**Intel**”)

**Intel** and Institute may each be referred to as a “Party” or collectively as the “Parties.”

### BACKGROUND

- A. Intel has a program known as Intel College Excellence Program under which Foundation for Innovation and Collaborative Education having its office at R-7108, Devinder Vihar, Sector 56, Gurgaon, Haryana – 122011, India (hereinafter referred as “**FICE**”), an Intel approved vendor, may conduct workshops on Intel CEP and set up state of the art labs based on Intel Architecture, at various higher education institutes including the Institute (“**Program**”);
- B. Intel wishes to state in the MOU about the Program, management of this Program by FICE and Intel’s relationship with the Institute and FICE.
- C. Institute agrees with Intel to collaborate in the Program and engage with FICE as described in this MOU.

NOW, THEREFORE, the Parties have come to the following understanding:



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**General Understanding regarding this MOU:**

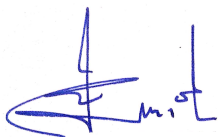
1. Purpose of the MOU: The purpose of this MOU is to specifically bring to the attention of the Institute the relationship of Intel with the Program and how the Program is managed by FICE. This MOU will also serve as a framework to describe Intel's relationship with the Institute and with FICE. Intel and FICE are independent contractors. FICE does not have any right or authority to assume or create any obligations on behalf of Intel or to bind Intel to any contract, agreement or undertaking with the Institute. Nothing in this MOU shall be construed to create a partnership, joint venture, employment or agency relationship between Intel and FICE. Upon the execution of this MOU, Institute and FICE may discuss and negotiate the potential transaction(s) relating to the Program including setting up of lab in greater detail, which may include entering into binding agreements for the implementation of the Program.
2. Non-Binding Nature of this MOU: The Parties agree that this MOU is non-binding and the terms of this MOU are statements of intent only. This is not a binding agreement between the Parties except for the obligations provided under Sections 2 through 9 below, which are binding on the Parties. The Program is conducted by Intel on a non-binding basis. Intel has the right to cancel the Program and its related activities at any time at Intel's sole discretion without providing any reason to the Institute. No legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.
3. Confidentiality: Except as may be otherwise stated in MOU, or as may be required by law, the Parties agree that they shall seek and receive the express prior consent of the other Party before they disclose to the public or to any third party the existence of this MOU, any confidential information provided to each other or the relationship described herein.
4. Expenses: Institute will be responsible for its own expenses in connection with all matters relating to the Program. All monetary transactions for conducting the Program shall be between FICE and the Institute. There is no funding from Intel for FICE to carry out the



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objectives of or to implement the Program at the Institute. FICE will obtain its own funding from the Institute who wish to set up the state of the art Intel Intelligent Systems labs and implement the Program. In no event shall Intel be liable to the Institute for any fault, mismanagement, acts, omissions or damages of any kind whatsoever based upon or arising out of FICE's performance of or failure to carry out the Program activities as agreed with the Institute.

5. Non Exclusivity: Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
6. Warranties Disclaimed: ALL DELIVERABLES, MATERIALS AND PROGRAM COLLATERALS, ETC. PROVIDED BY INTEL ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. INTEL SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.
7. Term and Termination: This MOU will continue in effect until it is terminated by one of the Parties. Either Party may terminate this MOU at any time for any or no reason upon 30 days' written notice to the other Party. In the event Intel cancels the Program and/or its related activities, this MOU shall stand automatically terminated and Intel may provide a written notice to the Institute to this effect. The obligation arising under Sections 2 to 10 of this MOU will survive termination.
8. Governing Law and Jurisdiction: This MOU will in all respects be governed by and construed in accordance with the laws of Republic of India. Each party hereby agrees to the sole jurisdiction of the courts of Bangalore for all disputes and litigation arising under or relating to this Agreement.
9. Independent Contractors: The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU. Neither Party will make any warranties or representations on behalf of the other.



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10. Entire Understanding; Amendment; Assignment: This MOU sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MOU may be assigned, delegated, factored or subcontracted in any manner by either Party without the other Party's prior written consent, except that Intel may assign its rights or delegate its duties to one or more direct or indirectly-owned subsidiaries of Intel Corporation.

11. Notices: All notices shall be directed in writing to the following individuals (or their successors):

**For Institute:**

Manav Rachna International Institute of Research and Studies, Sector 43, Aravalli Hills, Delhi  
Surajkund Road, Faridabad, Haryana, Pin code: 121004.

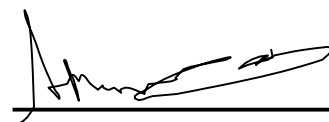
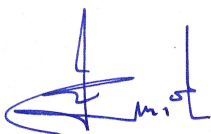
**The Scope of Work as agreed upon has been placed at Annexure-1.**

**The execution MOU between FICE and MRIIRS is placed at Annexure-2.**

**For Intel:**

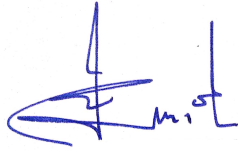
Intel Technology India Private Limited  
23-56P, Devarabeesanahalli, Varthur Hobli, Outer Ring Road, Bangalore-560 103

The signature of the Parties below indicates their agreement with the MOU.



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**For Institute:**



Name: Dr. Amit Bhalla

Title: Vice President-MREI

Date: 14<sup>th</sup> November, 2019

**For Intel:**



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Name: Ms. Akanksha

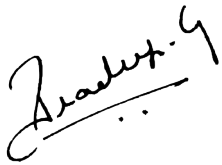
Title: Head- Asia Pacific

Date: 14<sup>th</sup> November, 2019

**Witnesses:**



1. Mr. Umesh Dutta, Deputy Director Manav Rachna Innovation & Incubation Centre



2. Mr. Pradeep. G, Director FICE, Bangalore

**Scope of Work**

Manav Rachna International Institute of Research and Studies is collaborating with Intel® Corporation for launching a B.Tech Program in Electronics and Communication Engineering with specialization in Artificial Intelligence and Internet of Things. All activities under the program will be executed by FICE, an authorized program associate of Intel® Corporation

This Course provides an opportunity to the students to learn the insights to the most important technologies driving the modern world namely Artificial Intelligence and Internet of Things. Students will be given 360 degree exposure to various Intel Hardware and Software platforms that are used in Industry for AI and IoT development.

Opportunity to learn from Intel experts and curriculum design in consultation with Intel Experts will provide an opportunity to the students to acquire the latest skills in these cutting edge technologies. This Program will be launched under Intel® College Excellence Program where state of the art laboratory shall be established, branded as an Intel® Intelligent Systems Lab.

Students training programs and faculty development programs will be an important part of this collaboration. Students will get an opportunity to work on Intel Xeon® Processors, Intel Parallel Studio Software, Intel System Studio Software, Intel AI development Tools, Intel AI Software Libraries, Intel Frame Work Optimization, Movidius™ Neural Compute Stick and Intel FPGA Boards.


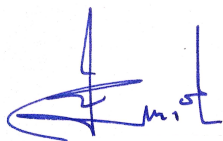
In the IoT Space the students will get to learn about Intel Galileo, Intel Edison Boards along with other popular boards like Raspberry Pi and Arduino for designing IoT Systems.

Students will get certified on successful completion of the course which caters to the need of Industry 4.0, theory and lab Courses related to Artificial Intelligence, Machine Learning, Internet of Things and detailed coverage of Electronics hardware that is driving these technologies.

Joint research projects will be identified and taken up in the near future so as to foster entrepreneurship and develop a startup culture in the domain of AI and IoT.

This course opens up job opportunities for the students in various Electronics and IT Industry and various sectors like healthcare, core electronics, autonomous transportation and various other areas where AI and IoT are playing an important role.

All activities under this program shall be executed by FICE, a Bangalore based company. FICE ([www.fice.in](http://www.fice.in)) is the authorized program associate for Intel for the Intel® College Excellence Program.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered on this the 14<sup>th</sup> day of November 2019 (Effective Date) by and between Manav Rachna International Institute of Research and Studies (“MRIIRS”), a deemed to be University under section 3 of UGC act 1956 , with its principal office at Sector 43, Aravalli Hills, Delhi Surajkund Road, Faridabad, Haryana, Pin: 121004 and FICE Education Private Limited (“FICE”), a company incorporated under laws of India, focused on higher learning and business innovation, with its principal office at Fairway Business Park, 7<sup>th</sup> Floor, Near EGL, Domlur, Bangalore 560071.

WHEREAS MRIIRS is a leading deemed to be University offering courses in the area of engineering, among others, to its enrolled students;

WHEREAS FICE is the authorized Program Associate of Intel Technology India Private Limited (“Intel”) for their Intel® College Excellence Program that works with universities and institutions around India to establish and support Intel® Intelligent Systems Labs within their premises;

WHEREAS FICE is authorized to set up labs, conduct faculty development programs and student programs under terms of their agreement with Intel;

AND WHEREAS MRIIRS has evaluated the Intel® College Excellence Program and finds that it will enrich its academic offering and has approached FICE to set up an Intel® Intelligence Systems Lab with associated faculty development programs and support services;

NOW THEREFORE, the parties hereto agree in principle the following:

1. Collaboration Project

- a. MRIIRS shall discuss the terms and conditions of this offer and shall put in place the purchase order and payments necessary to set up the Lab on or before 15<sup>th</sup> November 2019. This purchase order, with associated payments, shall be placed on FICE. The agreement is for a period of one year and renewable on mutual agreement
- b. Leveraging this lab, MRIIRS shall launch a new B.Tech. Program in ECE with specialization in AI and IoT. The course structure for this program, together with contents and assessments, shall be developed by MRIIRS in active collaboration with FICE. FICE may also involve Intel, as and when required at its sole discretion, for their inputs and support.

2. Branding:

- a. The Parties will be at liberty to use each other's logos, branding materials and names in their marketing materials, websites, press releases and brochures provided such use is pre-approved by the other party in writing or over email.
- b. MRIIRS may use the Intel branding only as per the terms and conditions specified under a separate MOU that it will need to execute directly with Intel. Every use of the Intel name will need explicit pre-authorization from authorized Intel representatives.

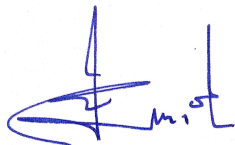
3. Major Obligations

- a. MRIIRS will be mainly responsible for
  - i. Placing the purchase order and making payments as per agreed terms and timelines
  - ii. Ensuring that the brand names and logos of FICE (and Intel) are used only as agreed and with explicit written pre-approval from appropriate authorities.
  - iii. Site preparation for the lab, as per guidelines provided by FICE
  - iv. Ensuring that the physical infrastructure for the lab is maintained as per agreed norms at all times
  - v. Ensuring that a Single Point of Contact (SPOC) is made available to FICE at all times
  - vi. Ensuring that adequately trained staff members comprising of content writers, academicians, professors, lecturers and administrators are recruited and deployed.
  - vii. Ensuring that students are enrolled and participate in the programs
  - viii. Ensuring attendance and discipline
  - ix. Ensuring that assessments are delivered in a credible and auditable manner and that the academic integrity of the program is maintained.
- b. FICE will be responsible for
  - i. Setting up the lab at MRIIRS premises as per agreed terms and conditions
  - ii. Training the trainers
  - iii. Mentoring MRIIRS content developers and faculty when they develop content, conduct research and teach students
  - iv. Working with MRIIRS on assessment, with oversight authority and ensuring that only deserving students get the Intel-FICE certification in addition to their B.Tech. degree from MRIIRS.
  - v. Students that earn skills in IoT and AI shall be provided joint certification by FICE and MRIIRS. Certificates (physical and/or digital) may carry signatures from designated nominees from both FICE and MRIIRS.



- vi. Providing a SPOC to MRIIRS who shall conduct all matters related to this MOU.
  - vii. Liaising with Intel, at its sole discretion, as and when needed.
4. Funding and Revenue Sharing: All costs related to this MOU shall be borne by MRIIRS.
5. Term and termination of this MOU:
- a. The Parties will start their activities under this MOU with effect from the Effective Date. The MOU is for a period of one year and renewable on mutual agreement.
  - b. From 2<sup>nd</sup> Year onwards if FICE conducts any Workshop or Training Programs for MRIIRS then the expenses related to Workshop will be borne by MRIIRS. FICE role in assessment will be limited to carrying out online Exam which carries 20% weightage of the total marks.
  - c. FICE will conduct online exam for the students enrolled in this course from Batch 2020 onwards for next four years.
  - d. The assessment will only be done for the students of ECE who will be taking admission in this particular course only.
  - e. This MOU shall be in effect for a period of 4 years from the Effective Date and may be renewed for further periods as per mutual agreement at that time.
  - f. The MOU shall terminate automatically if either Party does not meet its obligations under this MOU and associated purchase orders within the agreed timelines.
  - g. This MOU may be terminated by either party by giving the other Party a notice of 30 days, in writing.
6. Counterparts: This MOU is executed in English in two (2) copies, with each party holding one (1) counterpart.

**For MRIIRS**



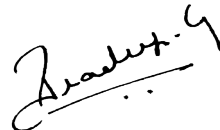
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Signature

Name: Dr. Amit Bhalla

Title: Vice President-MREI

**For FICE Education Private Limited**



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Signature

Name: Pradeep. G

Title: Director, FICE, Bangalore