



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this day, the 9th of February, 2019 between:

Institution of Electronics and Telecommunication Engineers, having its registered office at The Institution of Electronics and Telecommunication Engineers (IETE), 2, Institutional Area, Lodhi Road, New Delhi - 110003, India (hereinafter referred to as 'IETE' which expression shall include its representatives, successors and assignees) of other part.
AND

Microchip Academic Program having its registered office at No 149-B, EPIP, 1st Phase Industrial Area, Whitefield, Bengaluru, Karnataka 560066, (hereinafter referred to as "MAP" which expression shall include its representatives, successors and assignees) of other part.

AND

Eduvance who is a Microchip Training Partner and is the educational arm of Vanmat Technologies Pvt. Ltd. having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "MTP" which expression shall include its representatives, successors and assignees) of other part.

IETE MAP and MTP are jointly referred to as 'Parties' in this MOU.

WHEREAS: IETE, MAP and MTP have expressed mutual interest in setting up a **skill development initiative and embedded systems labs** at various premises of IETE across India.

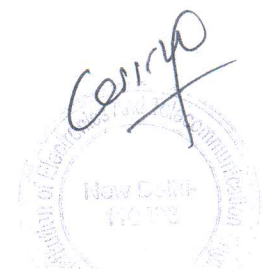
In consideration of the mutual obligations herein contained, the parties agree as follows:

OBJECTIVE AND SCOPE OF WORK

The primary objective of the parties is to set up a joint skill development center to provide a platform for exploiting state of art technology, providing technical training, development of intellectual property and providing facilities for the development of products and solutions.

MAP RESPONSIBILITIES

1. Provide free technical knowledge through course material and video courseware for all the members of IETE
2. Provide free software licenses for all centers of IETE
3. Provide discount on hardware tools for all centers of IETE
4. Provide a special discount for all IETE members on Microchip Training Certification



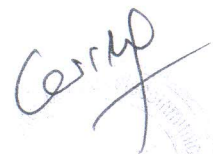
MTP RESPONSIBILITIES

5. Provide the hardware and software for setting up the training center in collaboration with its various industry affiliations
 - a. Microchip Academic Program
 - b. Accelus robotics
6. Conduct at least one certificate course on different technologies in collaboration with IETE, for members of IETE, whenever appropriate and suitable.
7. MTP will provide internships in collaboration with IETE (depending on available resources) where members can come in for a specific period to work on an industry project at the premises of IETE.
8. Provide an ecosystem where exchange of technical personnel (faculty and engineers) is possible between MAP, MTP and IETE.
9. MTP will appoint one person as a point of contact for the lab activities.
10. MTP will provide **free access** to online courses exclusively for members of IETE. The online courses have been listed in Annexure 1
11. MTP will provide a 10-15% discount on training programs exclusively for members of IETE. The various training programs have been listed in annexure 2
12. MTP will provide a 10-15% discount on certification programs exclusively for members of IETE. The list of the certificate programs has been listed in annexure 3
13. MTP will provide one free assessment exclusively for members of IETE using its assessment platform gradeME
14. From any revenue directly generated from its activities with IETE, MTP will share **20% of the revenue** generated with IETE
15. MTP will **not** transfer or sublicense any of the tools, software or goods contributed hereunder to any third party except as expressly permitted and will use such items solely for the purposes contemplated hereunder.
16. MTP will not share any IETE member information with any third party for any commercial/non-commercial activities without the written permission of IETE
17. MTP will promote joint activities to IETE members by providing MTP with information about its members

IETE RESPONSIBILITIES

18. IETE will provide its various center premises to house the development kits and the software for use by its members that are donated by MAP
 - a. IETE will make provisions for computing facilities to execute the training programs
 - b. Details of the computing facilities have been listed in annexure 4
19. The lab will also be made available for training activities held jointly by IETE, MTP and MAP to train non-members subject to the IETE and MAP norms.





20. IETE will appoint the Secretary General as the administrative point of contact for all the activities of this MOU
 - a. For all lab setup activities at IETE centers, IETE will appoint Dr. Sanjay Singh Thakur as the domain expert for lab setup approvals. The domain expert will take an approval from MAP for the setup of labs
21. IETE will encourage all its members to actively participate in design contests held by MAP
22. IETE would conduct at least one training program per year based on various technologies in collaboration with MTP.
23. IETE would provide space outside the lab for a name board/placard (supplied by MTP) for recognizing MTP and its industry partners that have contributed the equipment and MTP that has facilitated the donation.
24. IETE will not transfer or sublicense any of the tools, software or goods contributed hereunder to any third party except as expressly permitted and will use such items solely for the purposes contemplated hereunder.
25. IETE will support MAP and MTP in promoting joint activities to its members by providing MTP with information about its members

VALIDITY

26. This MOU is valid for three years from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

NO ASSIGNMENT

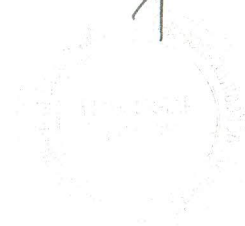
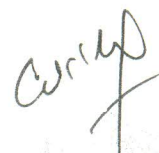
27. Neither party without the written consent of the other may assign either the benefit or the burden of this MOU.

TERMINATION

28. Either party may terminate the MOU for cogent and logical reasons, by giving to the other party 90 days' notice in writing.

NOTICES

29. Notices would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is faxed to either of the parties by the other party to the following addresses and fax numbers.



CEO
Vanmat Technologies Pvt. Ltd.
A 202 Mary Anne Heights,
3rd Golibar Road,
Santacruz (East) Mumbai 400055
Ph.No.: +91-22-6123633, +91-9820749235

Chairman, IETE
2, Institutional Area,
Lodhi Road, New Delhi - 110003,
IETE
Tel: 011-43538823

India Manager
Microchip Academic Program
No 149-B, EPIP, 1st Phase Industrial Area,
Whitefield, Bengaluru, Karnataka 560066

ENTIRE AGREEMENT

30. This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

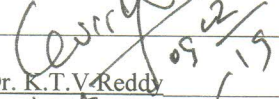
LEGAL EFFECT

31. This document is not intended to impose any obligation whatsoever on either party (whether based in contract, tort or under statutory law) including, but not limited to, an obligation to bargain in good faith or in any way other than at arms' length. The parties do not intend to be bound by any agreement until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting language.

SIGNATURES

32. This MOU will come into effect on the day date of signature of the representative of both parties as given :


For IETE:

Signature: 
Name: Dr. K.T.V. Reddy
Title: President
Chairman, IETE India
Date: 9th February 2019

For MAP:

Signature: _____
Name: Mr. Jagan Jothivel
Title: Manager, Microchip University Program
Date: 9th February 2019

For MTP:

Signature: 
Name: Dr. Jonathan Joshi
Title: C.E.O, Eduvance
Date: 9th February 2019



Annexure 1

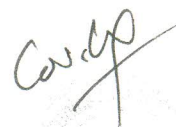
Various online courses from MTP (Eduvance) that will be provided free to of cost to IETE members

1. Pic18 Programming Fundamentals
2. Introduction to Embedded Systems using Arduino
3. FPGA programming using VHDL
4. LT Spice Programming
5. PLC Programming
6. PCB Design fundamentals

Annexure 2

Various instructor led training programs that will be offered at centers of IETE by MTP (Eduvance).

1. Arduino programming
2. Pic18 and Pic32 microcontroller
3. Internct of things
4. ARM microcontroller programming
5. PSoC design and development
6. PCB design
7. PLC Programming
8. Python programming
9. Machine learning
10. Augmented reality



Annexure 3

Various certification programs that will be offered at a discount to students of IETE

1. Microchip Training Certification – Embedded Systems Level 1
2. Microchip Training Certification – IoT
3. Microchip Training Certification – Arduino using Atmega
4. Arm University Program Certificate Course in Embedded Systems

Annexure 4

Computing and infrastructural resources required at any specific IETE training center

1. A minimum of 5 computers with Intel i3 processor or equivalent
2. Stable internet connection

