

MEMORANDUM OF UNDERSTANDING
SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA
& CoreEL Technologies (I) Pvt Ltd

WHOMSOEVER CONCERN

This Memorandum of Understanding/Agreement (hereinafter referred to as MoU for convenience) is entered into on 2nd February 2016...

Between

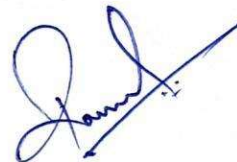
SRK INSTITUTE OF TECHNOLOGY, VIJAYAWADA

And

CoreEL Technologies India Pvt. Ltd., having registered office at 21, 7th Main, 1st Block, Koramangala, Bangalore-560034 and herein after unless the context otherwise requires be referred to as ("CoreEL")

1. Introductory: Partnership Objective

- 1.1. CoreEL is a Synergistic Value Added Technology Products and Solutions Provider in India. CoreEL develops standard and custom system level products to Industry, provides VLSI and Embedded Solutions to Industry & provides Learning Solutions to Educational Institutions in the VLSI and Embedded Design space. CoreEL serves five vertical markets with its products and solutions. These markets are Defense & Space, Broadcasting & Professional Video, Education, Telecom & Networking and Security and Surveillance. All CoreEL Solutions will have High Technology content and uniqueness, with its ability to provide diversity of products and solutions around these products.
2. SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA is a Leading College of Repute in VIJAYAWADA, India and offers advanced teaching & research programs in the field of Engineering & Technology.
 - 2.1. The Parties wish to cooperate with each other for mutual benefit.



3. Benefits

3.1. The Parties contemplate that they will benefit from this alliance as follows:

3.2. Benefits to SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA

3.2.1. Opportunity to engage with the Industry on a regular basis to understand the needs of the industry and accordingly update the syllabus.

3.2.2. Opportunity to upgrade the infrastructure in VLSI, Embedded Domain and other information technology-related topics.

3.2.3. Opportunity to collaborate with the industry for research programs, projects and student internships in the above fields.

3.2.4. Opportunity to procure various industry standard hardware and software tools pertaining to VLSI, DSP, embedded domain and IT from a single reputed organization on a need basis and save time consumed in commercial negotiations, leading to greater availability of time for teaching or student development programs.

3.2.5. Faculty development programs for teaching staff, advanced training to students.

3.2.6. Strengthening of the brand equity of the institution.

3.2.7. Improved marketability of students.



3.3. **Benefits to CoreEL**

- 3.3.1. Sets a framework for the procurement of the industry standard hardware and software tools marketed by CoreEL by the institution.
- 3.3.2. Makes available a pool of trained engineers for hiring by CoreEL or CoreEL's customers who use similar software and hardware.
- 3.4. Helps CoreEL's goal of proliferating the VLSI and Embedded Technologies in institutions of learning like SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA

4. **Activities**

- 4.1. In order to implement the objectives of this MOU, the Parties contemplate the following activities to be undertaken by them.
- 4.2 **SRK INSTITUTE OF TECHNOLOGY, VIJAYAWADA** shall communicate this to all its Associated colleges. The duration of such agreement can be extended on mutually agreed basis. Any change of pricing from Principal Company of the software/Hardware will be updated by CoreEL to SRK INSTITUTE OF TECHNOLOGY, VIJAYAWADA
- 4.2. CoreEL will set up Centre of Excellence or Nodal Centre for Labs such as VLSI and Embedded Systems with mutual agreement and this Lab would be named-for **CoreEL Center of Excellence**. CoreEL will help **SRK INSTITUTE OF TECHNOLOGY, VIJAYAWADA** to impart certified training programs for students in weekends, summer holidays; evening classes etc. The students will benefit from this as they will have a course completion certificate, project completion certificate and this will help them in getting a job in the industry
- 4.3. CoreEL will impart faculty development programs on VLSI & Embedded Technologies and methodologies and other topics of interest to faculties/staffs of SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA at regular intervals on request of **SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA Engineering**, This will be at discounted rates.
- 4.4. CoreEL will offer advanced training programs to students of **SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA College of Engineering**, on emerging technologies and design flows/methodologies to get them acquainted with the skills required by the industry. Such training



programs shall be provided by CoreEL at reduced rates compared to its standard prices.

- 4.5. CoreEL will offer valuable Industry Perspective inputs to **SRK INSTITUTE OF TECHNOLOGY** ,VIJAYAWADA in the area of curriculum upgrade and enhancement
- 4.6. CoreEL may consider offering internships to **SRK INSTITUTE OF TECHNOLOGY** ,VIJAYAWADA students within CoreEL and may provide assistance in getting internships to students with some of its large customers.
- 4.7. The Parties shall conduct joint Technical Seminars, Workshops and Conferences for increasing the awareness of VLSI and embedded technology in colleges affiliated to SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA on regular basis.
- 4.8. CoreEL shall provide training opportunities to **SRK INSTITUTE OF TECHNOLOGY** ,VIJAYAWADA, teaching staff at Sandeepani, training division of CoreEL at discounted rates.
- 4.9. **SRK INSTITUTE OF TECHNOLOGY** ,VIJAYAWADA Faculties trained by CoreEL University Program can independently conduct training programs in "CoreEL Center of Excellence, Completion Certificate for all trainings will be issued jointly by SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA and CoreEL .Certificate will have LOGOS of both the parties
- 4.10. Wherever necessary basic boards will be procured from CoreEL by **SRK INSTITUTE OF TECHNOLOGY** , VIJAYAWADA /concerned Trainee on recommendation of **SRK INSTITUTE OF TECHNOLOGY** ,VIJAYAWADA during the training imparted by **SRK INSTITUTE OF TECHNOLOGY** ,VIJAYAWADA to the students.
- 4.11. A co-ordination committee consisting of two faculty members of SRK INSTITUTE OF TECHNOLOGY ,VIJAYAWADA and two officers nominated by CoreEL shall be constituted to implement and give effect to the objectives of this MOU.

5. **Process**

Every time an activity is initiated under this MOU which requires any rendering of services, or supply or products, or both, from one Party to another, the Parties shall, depending on the nature of the transaction, the consideration reserved, liabilities assumed and such other factors,




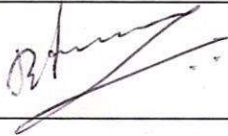
execute a binding purchase order (PO), work order (WO), license agreement or other definitive contract.

6. General

- 6.1. During their interaction under this MOU, the Parties may not disclose information of non-public nature which is valuable to each Party's business ("Confidential Information"). Use of Confidential Information shall be regulated by a non-disclosure agreement to be executed by the Parties. In the absence of such an NDA, the Party who is the recipient of Confidential Information shall keep confidential and not disclose to third parties such Confidential Information. Confidential Information shall be returned or destroyed upon written request by the party disclosing Confidential Information. All Confidential Information shall remain the exclusive property of the disclosing party or its licensors.
- 6.2. All rights, licenses and permissions to use any products supplied by CoreEL shall be regulated by the terms of such supply, including any applicable product license agreements.
- 6.3. Notwithstanding anything to the contrary, CoreEL's liability shall be limited to direct damages not exceeding the price of any products supplied or services rendered to **SRK INSTITUTE OF TECHNOLOGY, VIJAYAWADA** and shall not extend to any indirect damages of any nature whatsoever, including but not limited to, special, incidental, consequential, or punitive damages or loss of profits.
- 6.4. This MOU may be terminated by either party without assigning reasons by prior written notice of 60 days.
- 6.5. Each Party is permitted to use the name, logo and other trademarks of the other Party on its website, marketing collateral and other publications. Depiction of such trademarks shall be in accordance with trademark usage guidelines.
- 6.6. Each Party shall be an independent contractor to the other and shall not be an agent, joint venture, or partner of the other.
- 6.7. Disputes under this MOU shall be resolved by discussion between such senior management functionaries as the Parties may nominate for that purpose. If they fail to resolve a dispute amicably within 15 days of its commencement, the Parties shall refer the dispute to binding arbitration to a sole arbitrator at a place mutually agreed upon by both parties.



6.8. The MoU will be valid for a period of 2(two) years from the date of signing the MoU and can be renewed with mutual consent.

	CoreEL Technologies, Hyderabad	SRK INSTITUTE OF TECHNOLOGY ,Vijayawada
Signature		
Name	Ramesh Naidu Kakarla	B.S. APPA RAO
Title	Zonal Manager	chairman
Date	02/02/2016	02/02/2016

ANNEXURE - A

[Current Product List of CoreEL]

1. XILINX Range of Software and Boards(KITS)(ECE, EEE, CSE, TE, IT)
2. Mentor Graphics HEP 1, HEP2 and HEP 3 category of EDA software(ECE, EEE, CSE, IT)
3. Wind River's VX-works RTOS(ECE, EEE, CSE, IT)
4. Analog Devices(ECE, EEE, CSE, IT)
5. NI(ECE, EEE, CSE)
6. Ansys (Mechanical, Civil,ECE, EEE)
7. Speed Goat(Real Time Control Simulation)(EEE, Power System)

The entire above list has generic training programs and also training programs which can be customized according to requirements.

Quotations for the same can be demanded according to requirements.



