

ChAVASK

Govt. of India registered MSME

UDYAM-TS-09-0023563

Hyderabad, India

&

University College of Engineering

(Autonomous)

Osmania University, Hyderabad

Memorandum of Agreement (MoA)

For the execution of the project

Project: The Design, Fabrication and Development of silicon proven IP Core for high resolution ADPLL for Precision Agriculture Sensor ASIC.

Funding Agency: Ministry of Electronics & Information Technology (MEITY), Govt. of India

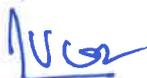
Under the Scheme: Chip to Startup (C2S) Scheme



- 6)
- I. To provide necessary technical support and industry level training for the staff of the Project-A-B as required in different stages of the project.
 - II. To provide for internship of students/scholars of Party II by Party I.
 - III. To offer training, skill development, capacity building programs/courses for the benefit of students/scholars/teachers and others.
 - IV. To provide industry related real time problems for societal requirements in the Precision Agriculture, healthcare, and any other demanding domains.
 - V. To contribute to the goals of Centre of Artificial Intelligence & Integrated Circuits (AI²C), UCE, OU to reach the desired outcomes such as, train the manpower in Semiconductor IC design, providing internships to the students and encouraging start-up activities.
 - VI. To utilize the infrastructure of respective parties for limited times and purposes, as specifically agreed upon for securing the above objectives.
- 7) To help characterize/test and validate the fabricated ASIC.
 - 8) To obtain necessary certification for the final IP core.
 - 9) To validate the design as per the required specifications.
 - 10) To be responsible for industry level validation for the pre-layout, post-layout and fabricated ASIC.
 - 11) To commercialize the IP according to its marketing strategy.
 - 12) To enhance the quality of education imparted by Party-II by providing necessary support.
 - 13) To suggest for design / revision of course curriculum and involve in co-teaching of the PG Degree / Certificate Programs run by Party-II in VLSI Design.

B. RESPONSIBILITIES OF PARTY-II:

- 1) To be collaborator in the proposed Project-A-B.
- 2) It is responsible for design and development of proposed ADPLL for Precision Agriculture Sensor ASIC specifically as per the required acceptance specifications.
- 3) Party-II shall provide a room space in equipping the server, desktop machines and other accessories provided by Party-I.
- 4) To assign the research scholars, PG and UG students of the College in the research work
- 5) To Provide EDA tools to Party- I to supervise the research work
- 6) To develop layout, post layout validation of the ADPLL including EMI/EMC validations and Generation of GDS-II.
- 7) To be single point of contact with MEITY during the entire Project-A duration.
- 8) To attend all the project review meetings whenever required.
- 9) To disseminate the information parties received from MEITY related to the Project-A-B among other parties.
- 10) To generate appropriate Number of PhD /Postgraduates/Graduates in the field of Embedded Systems/VLSI/Microelectronics/etc. as specified in the Project-A-B.
- 11) To generate/apply 1(one) Indian patent in the field related to the Project-A-B.
- 12) To produce two Journal publications of sufficient quality in the field related to the Project-A-B.
- 13) To produce two Conference presentations in the field related to the Project-A-B.
- 14) To review progress of the work of the participating institute.
- 15) To provide necessary technical support to the participating institute in implementation of the Project-A-B including procurement of the required software from MEITY and training of the Staff.
- 16) To share the technical details related to the progress of the Project-A-B with other parties on timely basis.
- 17) To maintain the records of all accounts related to the Project-A-B.
- 18) To transparently and proportionally disburse the funds received from funding agencies to the participating institute.
- 19) To distribute the grant received from the funding agency to participating institute for procurement of any hardware/ software required for the completion of the Project-A-B within the time frame specified in the Project-A-B proposal.
- 20) To procure the fabricated ASIC after fabrication by MEITY and sharing of the same with



participating Institute for testing/ validation/characterization purpose.

- 21) To deliver the final GDS-II design to the MEITY accepting all the necessary terms and conditions.
- 22) To exchange ASIC related information with the industrial partner and participating institutes.

C. JOINT RESPONSIBILITIES:

- 1) The release of any information will be maintained confidential with mutual agreement of both parties.
- 2) Neither party shall have any liability except what is expressly mentioned herein.
- 3) While undertaking a joint program the expertise, software, hardware, data, etc., available with either party will be made available for completion of the project.

ARTICLE-III: IPR

- 1) Rights regarding ownership of the ADPLL ASIC IP & other IPs developed as part of the Project-A-B as per the mutually agreed terms and conditions is decided to be in the proportion 40:60 for Party-I: Party-II.
- 2) Any intellectual property created during this MoU or as a result of the joint and collaborative research/programs of the parties to this MoA shall belong to both the institutions, unless specifically agreed otherwise.
- 3) If the Party-I has overseas / global operations / presence, the IP rights belongs to India and the Indian Unit of the Party-I.
- 4) Data Protection and Confidentiality: Each party to this MoA shall be under an obligation to protect the data or information relating to the other party or execution of any collaborative research/program under this MoA and shall hold it in a fiduciary relationship. It shall neither be disclosed, nor it can be transferred or sold to any third parties, without specific permission in writing given by the other party.

ARTICLE-IV: SHARING of FACILITIES

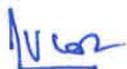
- 1) Party-I shall nominate experts in VLSI to deliver industrial level technical training / guidance to the staff /students/PhD Scholars of Party-II when required on mutual agreement.
- 2) All parties shall provide the access to all the EDA tools and equipment procured as part of the Project-A-B to the other parties collaborating in the project-A-B for testing /characterization/validation purposes.

ARTICLE-V: EFFECTIVE DATEs and DURATION of the MoA

- 1) This MoA is conditional, it will take effect of Ministry of Electronics and Information Technology (MEITY), Government of India accepts this proposal without additional funding. The MoA will come into effect after its approval by competent authorities and after MEITY's approval of the Project-A-B.
- 2) The duration of the MoA is up to the duration of execution of the Project-A and may be extended or terminated based on mutual agreement with a notice period of three months. However, the termination of MoA may in no manner affect the execution of the project and the staff involved.
- 3) In case of termination within 3 years from the date of signing the MoA, all the hardware such as server, desktops and other accessories provided will be taken back by Party-I, in order to complete successfully the project A-B at Party-1.

ARTICLE-VI: AMENDMENTS

Any amendments and/or addenda to the AGREEMENT should be in writing and signed by the parties hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.



ARTICLE-VII: AMENDMENTS

Mode of Dispute Resolution: Any dispute arising under this MoA shall be resolved amicably by way of Negotiation between the Heads/Nominees of the Institutions. If such Negotiations fail, then Mediation shall be resorted to and when shall Mediation fail, it shall be referred to Arbitration, under the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of such arbitration shall be at Hyderabad, and only the Courts at Hyderabad shall have the jurisdiction

In witness thereof the parties have set their hands and seal on the day, month and year first written.

For:


UCE (A)
OU, Hyderabad
(Party-2)

For:



6-2, Road.no.2, Near ZPHS, Ragannaguda
Hyderabad -501510

By:

Prof. P. Chandra Sekhar
Professor, Dept. of ECE, OUCE(A).

VENKATA SATYA Digitally signed by
VENKATA SATYA
NAGA KANAKA NAGA KANAKA
KAVITHA KAVITHA CHINTA
CHINTA Date: 2025.03.03
15:40:08 +05'30'

By
VSNK Kavitha
Founder

