



MEMORANDUM OF UNDERSTANDING (MoU)

BY AND BETWEEN

EPICS Purdue

**The Institute of Electrical And Electronics
Engineers, Incorporated**

AND

**National Institute of Technology
Tiruchirappalli**

This non-binding Memorandum of Understanding ("MOU") is entered into as of April 5, 2018, by and between:

National Institute of Technology Tiruchirappalli

The National Institute of Technology, Tiruchirappalli, commonly referred to as NIT Trichy, is a public engineering institution near the city of Tiruchirappalli in Tamil Nadu, India. It is recognized as an Institute of National Importance by the Government of India under the National Institutes of Technology Act, 2007. The institute is located in a campus of 800 acres and has 16 departments covering engineering, applied sciences, humanities and management programs with a strong emphasis on scientific and technological education and research.

Purdue, located in West Lafayette, Indiana, is the flagship university of the six campus Purdue University system. Purdue was founded on May 6, 1869, as a land grant university, The West Lafayette campus offers more than 200 majors for undergraduates over 70 master's and doctoral programs, and professional degrees in pharmacy and veterinary medicine. In addition, Purdue has 18 intercollegiate sports teams and more than 900 student organizations Purdue enrolls the second largest student body of any university in Indiana as well s the fourth largest international student population of any university in the United States. For more information, see www.purdue.edu

The Engineering Projects in Community Service (EPICS) Program was initiated at Purdue in 1995 to fulfill the complementary needs of engineering undergraduates and the community. Under this program undergraduate students earn academic credit for their contributions to long-term team-based design projects that deliver technology-based solutions to problems identified by non-profit organizations in the community. Key features of the EPCIS model include the following attributes: community partners, long term student participation, variable credit hours, multidisciplinary teams, start-to-finish design experience. For more information see <https://engineering.purdue.edu/EPICS>

The Institute of Electrical and Electronics Engineers, Incorporated ("IEEE"), a not-for-profit corporation with its corporate headquarters at 3 Park Avenue, 17th Floor, New York, New York 10016, United States of America is the world's largest engineering organization, with over 420,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical technologies, electronics, power engineering, robotics and automation, computer engineering, computer science, and other related technologies, and advancing technological innovation and excellence for the benefit of humanity. IEEE will perform the tasks assigned to it in this MOU through its EPICS in IEEE program.

WHEREAS, Purdue EPICS and EPICS in IEEE seeks to advance a curriculum of service learning at Universities/Colleges in India where engineering students apply technical knowledge to implement solutions for unique community challenges,

WHEREAS, National Institute of Technology Tiruchirappalli has experience educating students in engineering and the ability to promote changes within India's national engineering curriculum.

NOW THEREFORE this MOU witnesses:

I. PURPOSE

Building upon their shared interests and experience, IEEE, Purdue EPICS and National Institute of Technology Tiruchirappalli wish to work together to encourage students, enrolled in the partner universities/colleges, to gain a deeper understanding and appreciation of technology and its uses in improving their local communities by way of establishing a curriculum to be used within the partner universities/colleges (the "Purpose"). Specific goals for the collaboration are:

- To develop a 3-5 year plan for autonomous colleges / Deemed to be Universities / State and Central universities in India to include the EPICS framework into their curriculum.
- To review submitted proposals for the EPICS in IEEE collaboration and promote the project by providing needed resources and guidance.

II. ROLES AND RESPONSIBILITIES

In aid of completing the Purpose within the term of this MOU, set forth in Section III hereof, the parties shall assume the following roles and responsibilities:

National Institute of Technology Tiruchirappalli

Drawing upon the National Institute of Technology Tiruchirappalli experience in the field of higher education, National Institute of Technology Tiruchirappalli will generally collaborate with, promote, and assist EPICS in IEEE & Purdue EPICS in the furtherance of the Purpose. In particular, it will:

- Make changes to the courses in their curriculum in the academic year 2019-20 to incorporate the EPICS framework.
- Commit at a minimum two (2) faculty members, per institution, to advancing the shared goals.
- Invest in the establishment of an EPICS lab at each institution where EPICS project can be conducted.
- Establish a national level conference, in India where partner institutions can showcase projects developed by students enrolled in EPICS courses.
- Explore opportunities to advance engineering design and inspire future technologists.
- Submit individual/ joint proposals, for review, to EPICS in IEEE, through the EPICS in IEEE online platform.

IEEE Responsibilities

IEEE, through EPICS in IEEE, will coordinate the collaboration, drawing upon its experience of managing numerous projects throughout the globe to:

- Provide resources for project teams to develop projects.
- Receive and review submitted proposals from all eligible applicants per the terms and conditions of the collaboration through the EPICS in IEEE platform
- Provide funding of up to (one) \$1,000 in 2018 for approved projects up to thousand dollars per institution or 50% of the project budget whichever is lower
- Provide resources in the form of staff time to solicit donations to expand project scope.
- Provide support for National Institute of Technology Tiruchirappalli marketing efforts of the collaboration
- With proper vetting, allow the use of branding for outreach purposes
- Provide recognition of institutions and students involved in the collaboration.

EPICS Purdue responsibilities

EPICS Purdue, will:

- Provide two (2) hours per month, of faculty time, to oversee the training of National Institute of Technology Tiruchirappalli faculty.

IEEE, Purdue University, and National Institute of Technology Tiruchirappalli Joint Responsibilities:

Starting April 2018, IEEE, EPICS Purdue, and National Institute of Technology Tiruchirappalli will work together to explore opportunities to find supporters for the furtherance of the Purpose and this collaboration, generally.

III. FINANCIAL RESPONSIBILITY

IEEE will provide a sum no greater than one thousand US dollars (US\$1,000), to be paid directly to the approved projects, by way of the IEEE India office, in accordance with IEEE's terms and conditions, in order to help approved projects become a reality.

Financial obligations incurred by the parties resulting from this MOU shall be subject to the approval process of the respective party, as well as the availability of funds, and the financial and budgetary rules and regulations of such party.

Except for the funding payments described above, this MOU shall not impose any direct or indirect financial obligations on any party other than as set forth in a separate writing with respect to funding. Nothing in this MOU shall constitute commitment of any party to contribute funds towards the

implementation of the programs and projects/activities envisaged under this MOU other than as set forth in such writing and payments thereunder shall be made against the presentation of a valid invoice for payment.

IV. TERM AND TERMINATION

This MOU shall become effective upon the last signature hereto, and will remain in effect until June 1, 2019. This MOU may be unilaterally terminated by either party upon thirty (30) day written notice, subject to the completion of activities already under progress or implementation, and may be terminated at any time upon mutual written agreement. This MOU may be extended at any time for a period upon mutual written agreement. All notices will be sent to the signatories or their successor or designees at the addresses shown above. Address corrections will be made in writing promptly.

EACH OF THE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS EXPRESS OR IMPLIED.

V INTELLECTUAL PROPERTY RIGHTS

Each party or its licensor shall continue to own the intellectual property developed by it prior to or independently of this MOU.

By entering into this MOU, the parties undertake:

- (a) Not to use each other's intellectual property without the prior express written consent of the other,
- (b) To ensure the confidentiality of such intellectual property of the other within its respective organizations, and
- (c) Not to use each other's intellectual property other than for the purpose of this MOU.

The parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title to copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other party. Except as otherwise explicitly agreed between the parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this MOU will belong to that party who develops the same. To the extent such intellectual property is created, the owning party shall grant a non-exclusive, worldwide, royalty-free license to the other party for the use of the intellectual property solely in connection with the activities under this MOU. If the parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

VI CONFIDENTIALITY

During the term of this MOU, each party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar

legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure; or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party; (c) disclosed to the receiving party by a third party without an obligation of confidentiality; (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); or (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

If a party or any of its employees is required by law to disclose any of the other party's confidential information or any of the terms, conditions or other facts with respect to this MOU, the party required to make such disclosure will promptly notify the other party of such requirement prior to making the disclosure. The parties will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both parties in light of the circumstances under which the disclosure is required to be made, provided that if following such notice and conferring the parties are unable to agree on a mutually acceptable form and terms of disclosure, then the party required to make the disclosure shall have no liability to the other party to the extent such disclosure is required by law, provided such party makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other party's confidential information by the tribunal requiring disclosure.

Notwithstanding anything to the contrary in this Agreement or any other agreement between the parties, nothing in this Agreement or any other agreement between the parties prohibits, or is intended in any manner to prohibit, either party from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the United States Department of Justice, the United States Securities and Exchange Commission, the United States Congress, and any United States agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of United States federal law or regulation. The parties do not need the prior authorization of anyone at the other party or the other party's legal counsel to make any such reports or disclosures and they are not required to notify the other party that it has made such reports or disclosures. Each party shall ensure it complies and gives the requisite notice of immunity set forth in Section 1833(b) of Title 18 of the United States Code in any agreement, including any updates, either party enters into with any employee, consultant or contractor working on the project contemplated by this MOU.

VII REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that such party has all necessary corporate power and authority, respectively, to enter into this MOU and to perform its obligations hereunder.

Each party warrants to the other party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party intellectual property rights and agrees to hold the other party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first party.

VIII PUBLICITY

Any press release, publicity or other promotional activity issued or engaged in by either party regarding this MOU shall be reviewed and approved in writing by the other party prior to release. Such approval shall not be unreasonably withheld or delayed.

IX GENERAL

Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligations, neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever. Further, National Institute of Technology Tiruchirappalli and IEEE acknowledge and agree that this MOU is a non-exclusive engagement and nothing contained herein shall be construed as preventing or restricting either party from pursuing any opportunity with other entities without involving the other party or to enter into similar alliance arrangements with other entities.

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and no provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever.

Each party warrants to the other party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject the other party to penalties under applicable law.

Neither party shall assign or transfer this MOU without the prior written consent of the other party.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

Any notice under this MOU must be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

X COMMUNICATIONS BETWEEN THE PARTIES

EPICS Purdue, IEEE, and National Institute of Technology Tiruchirappalli will each appoint a liaison representative. These three representatives will take charge of all interactions between the two parties. As of the signing date of this MOU, the appointment of the three liaison representatives is as follows:

National Institute of Technology Tiruchirappalli liaison representative to EPICS Purdue & IEEE will be:

Dr.A.K.Bakthavatsalam
Professor
Department of Training and Placement
National Institute of Technology, Tiruchirappalli, India-620015
+91-431-2503781 / +91-9486001174
baktha@nitt.edu

EPICS Purdue liaison representative will be:

Eric VandeVoorde, M.S.
EPICS University Coordinator
701 W Stadium Ave, Room 1216, West Lafayette, IN 47907
765-494-3750
evandevo@purdue.edu

IEEE's liaison representative will be:

Ray Alcantara
Program Manager for EPICS in IEEE
445 Hoes Lane, Piscataway NJ 08854
732-981-2867
R.alcantara@ieee.org

XI COMPLIANCE WITH LAWS:

All parties shall ensure that their conduct is in accordance with all applicable United States (U.S.) and non-U.S. laws. Both parties shall make all necessary corporate, tax and other registrations and obtain all required licenses and permits.

XII NON_BINDING:

THIS MOU IS NOT INTENDED TO CONSTITUTE A BINDING EXPRESSION OF THE MUTUAL INTENT OF THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. Neither party (nor any of their respective representatives) shall have any legally binding obligations, rights or liabilities of any nature whatsoever to any party hereto or to any other persons pursuant to this MOU.

XIII COUNTERPART

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

WITNESSES:

For The Institute of Electrical and Electronics
Engineers, Incorporated

Name: S.K. RAMESH
Designation: 2017 IEEE VP. EAB

Signature: S.K. Ramesh

National Institute of Technology, Tiruchirappall

Name: M. W. THOMAS
Designation: Director

Signature: M. W. Thomas
25/11/18