

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

National Institute of Electronics & Information Technology, an autonomous Scientific Society under Ministry of Electronics & Information Technology (MeitY), Government of India, having its office at NIELIT Bhawan, Plot No. 3 PSP Pocket, Sector 8, Dwarka, New Delhi-110077, hereinafter called NIELIT, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART,

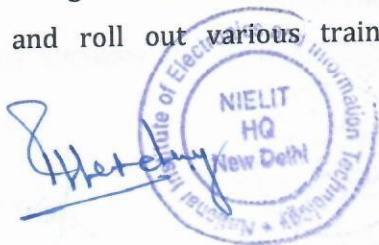
And

SoCTeamup Semiconductors Pvt. Ltd. is a company registered under Companies Act, Ministry of Corporate Affairs, Government of India having its office at CF-278, Golf Links I, Greater Noida, Gautam Buddha Nagar, UP-201306, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators, of the SECOND PART,

WHEREAS, NIELIT offers, inter alia, various Training Programs both in the Formal and Non-Formal sector in the field of IECT to equip the students with necessary knowledge of the key industry practices and skills to be fruitfully employed besides providing exposure to live projects and hands-on practical training through its 47 own centers, spread across the country besides a network of more than 700+ Accredited Training Partners and about 3700+ CCC/BCC facilitation centers. NIELIT is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.

WHEREAS, SoCTeamup is determined to create a digital ecosystem for all stakeholders in the SoC (System on Chip) design and manufacturing space including IC design services, IP marketplace, talent pool, community and e-learning resources. Alongwith this SoCTeamup also intends to provide ultra low cost SoC/ASIC design and manufacturing services by using hybrid and purely open source EDA design flows & development of IPs & products based on these flows. SoCTeamup strives to create a platform for SoC/ASIC design which is at par with software design services.

WHEREAS NOW, it is felt that NIELIT and SoCTeamup need to collaborate so that the two premier organizations can contribute towards skilling/up-skilling of the youths who are getting enrolled in NIELIT at its various centers PAN India in such a way that they can be fruitfully employed in the industry, who then can further contribute towards flagship programmes of Govt. of India like "Skill India" and "Make in India" for overall development of the nation. It is envisaged that NIELIT apart from its existing bouquet of courses shall also design, prepare and roll out various training programs in consultation and active



Sanjay Singh

participation of SoCTeamup for the students as per the industry requirements so that they can be gainfully employed in the industry contributing towards IP creation or can achieve the skills for being entrepreneurs.

WHEREAS both NIELIT and SoCTeamup, NOW agree to:

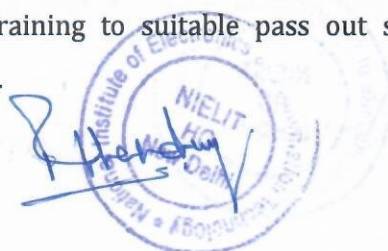
- Establish a synergy for overall development of youth in the area of Chip & System Design and related verticals.
- Recognize the need to create momentum in Future and emerging technologies in electronics design by devising new training programmes as per the industry requirements.
- Aim to develop Indian talent to make India self-sufficient in these technologies.
- Assistance in providing internship, employment to the technically qualified manpower by conducting job fairs or industry connect.
- Organize / Participate in Seminars & Workshops.
- Advisory Services on Industry Status & Prospects.

THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both the NIELIT and SoCTeamup hereby acknowledge and agree to sign a Memorandum of Understanding (MoU) on 05th day of June 2023 at New Delhi.

A. OBJECTIVES

The objective of this collaboration is to provide opportunity for global experience and to facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions.

- i. Establishing a synergy between NIELIT and SoCTeamup wherein the youths being trained at NIELIT can get an industry exposure through SoCTeamup industry collaborations and expertise.
- ii. Jointly explore possibilities in order to develop Ed-tech platform for chip designing based on open source tools
- iii. Providing placement opportunities to suitable NIELIT students in SoCTeamup and other associated industries PAN India.
- iv. Providing On Job Training to suitable pass out students from NIELIT in its associated industries.



Handwritten signature in blue ink.

- v. Design, prepare and roll out various industry-oriented and in-demand training programs for NIELIT students in consultation with and in active participation of SoCTeamup.
- vi. Collaboration for providing exposure and entrepreneurship environment to NIELIT students through the Centers of Entrepreneurship (CoEs).
- vii. Exchange of intellectual know how and resources
- viii. Partnership in innovation, IP creation and entrepreneurship driven opportunities and resources so as to launch the skill oriented, tailor-made training programs.
- ix. Conduct Mentorship Workshops and Job Fairs for students
- x. Bridge the gap between availability of capable, employable technical manpower and demand for the same.
- xi. To collaborate for the various Capacity Building, R&D oriented projects.
- xii. Any other mutually agreed collaboration that is beneficial to the nation, society or students.

The aim is to equip the students with necessary knowledge of the key industry practices and skills to be fruitfully employed besides providing exposure to live projects and hands-on practical training.

B. TERMS

1. NIELIT, through its PAN India presence agrees to take students for admission to its scheduled Training Programmes or any other Training Programmes, as deemed fit, in the best interest of the students, incorporating NIELIT's trademark strengths and industries requirement.
2. SoCTeamup shall provide mentorship to these students and provide them with internship and placement opportunities.
3. NIELIT and SoCTeamup will nominate a Coordinator, for being single point of contact for all training programs and collaborations under this MoU.
4. SoCTeamup may arrange to upskill the Faculty members and staff of NIELIT in the relevant Technology/Topic domain through TOT & certification by industry.
5. Database of the Student profiles may be made available to SoCTeamup so that suitable candidates may be offered the internship/jobs.



A handwritten signature in blue ink, appearing to read "Kunwar Singh".

C. DURATION OF MOU

The duration of the MOU shall be for a period of 03 years from the date of signing of MoU which is extendable mutually.

D. FORCE MAJEURE

Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MoU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. Accident, restraint of government, governmental acts, injunctions, other than those of the party or its suppliers, that prevent party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this MoU.

E. TERMINATION

The present MoU can be terminated by either party by giving a notice of three months without assigning any reason. In this regard neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties in respect of the students already registered for any of the Programmes under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

F. IPR

Rights regarding publications, patents, royalty, ownership of product, design, process, code-base, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.



A handwritten signature in blue ink, appearing to read "Kamran Singh".

G. CONFIDENTIALITY

- i. During the tenure of the MOU, both NIELIT and SoCTeamup will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance this MOU.
- ii. Both NIELIT and SocTeamup shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further both NIELIT and SoCTeamup shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- a) Is or become publicly available through no fault of the receiving party
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.



H. AMENDMENTS

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

I. INDEMNITY

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this MoU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

J. ARBITRATION


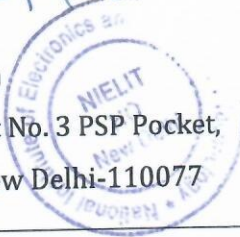
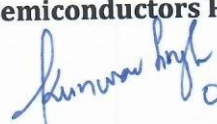
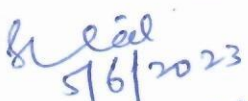
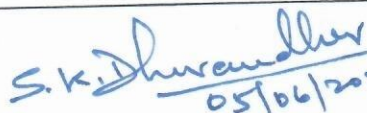
- Both the SoCTeamup and NIELIT agree that provisions/content in this MoU do not create any legal obligations between the parties.
- In the event of any misunderstanding and differences between the parties hereto, such misunderstanding / differences shall be resolved amicably by mutual discussions.
- It is, hereby, agreed between NIELIT & SoCTeamup that if any dispute arises between the two which is not resolved with mutual consent, in that case, the matter / dispute shall be referred to an Arbitrator who shall be appointed with consent of DG NIELIT. With respect to such arbitration, the place of arbitration shall be at Delhi.



A handwritten signature in blue ink, appearing to read "Kamran Khan", is written on the right side of the page.

IN WITNESS WHEREOF THE

Parties hereof have caused this Memorandum of Understanding (MoU) to be signed in their respective names as of the day and year first hereby above written.

<p>For and on Behalf of NIELIT</p> <p> 05/6/2023</p> <p>R.P. Pandey (Registrar, NIELIT) NIELIT Bhawan, Plot No. 3 PSP Pocket, Sector 8, Dwarka, New Delhi-110077</p> 	<p>For and on Behalf of SoCTeamup Semiconductors Pvt. Ltd.</p> <p> 05.06.23</p> <p>Dr. Kunwar Singh (Co-Founder & Director, SoCTeamup) CF-278, Golf Links I, Greater Noida, Gautam Buddha Nagar, UP-201306</p>
<p><u>Witness 1:</u></p> <p>Signature:  5/6/2023</p> <p>Name: SHEETAL CHOPRA</p> <p>Address: NIELIT, HQ.</p> <p>City:</p>	<p><u>Witness 1:</u></p> <p>Signature:  05/06/2023</p> <p>Name:</p> <p>Address:</p> <p>City:</p>