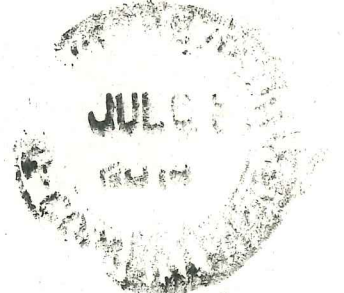


TAMIL NADU  
Coimbatore  
No. : 73 585  
Date: 22/09/2014  
Dr. N.G.P Arts and  
Science College.  
Coimbatore.

M. DORAISWAMY  
"STAMP VENDOR"  
10-A, STATE BANK ROAD,  
COIMBATORE - 641 018.  
L.No: 7333/B1/97/88-3

12AB 629370



### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the "MOU") is entered into on this the 13<sup>th</sup> February Two Thousand and Fifteen (13/02/2015), by and between

**UTL Technologies Limited**, a UTL Group Company, a company incorporated under the laws of India and having its office at No.19/6, Ashokapuram School Road, Industrial Suburb, Yeshwanthpur, Bangalore – 560 022 and represented herein by its Divisional Head, Mr. Srinivasa Raju, (hereinafter referred to as 'First Party')

AND

**Dr. N. G. P. Arts and Science College** an institution of Kovai Medical Center Research and Educational Trust having its Principal Office at Coimbatore, represented herein by its Principal, Dr. N. G. P. Arts and Science College, Dr. N. G. P. Nagar, Kalapatti Road, Coimbatore – 641 048 (hereinafter referred to as 'Second Party')

(First Party and Second Party are hereinafter jointly referred to as 'Parties and individually as 'Party')

Srinivasa Raju

K. Srinivas



**WHEREAS:**

- A) UTL is engaged in Education, Skill Development and R&D Services in the fields of Telecom, Networking, Embedded Systems, VLSI, IT and related fields
- B) UTL Technologies is promoted by UTL Group; Bangalore based 3-decade old ICT Solutions Company. UTL Group started with an initial focus on telecom Products & Solutions and moved on to Telecom Services in the form of Cellular Services Company. Simultaneously UTL Moved into e-Governance services. UTL has today built the e-governance infrastructure in six states / provinces in INDIA
- C) UTL's Associates and Partners include Ministry of External Affairs, Govt. of India, Visvesvaraya Technological University (VTU), Telecom Sector Skill Council of India (TSSCI), Electronics Sector Skill Council of India (ESSCI), ZTE Corporation China, IL & FS Skills.
- D) Second Party is a higher Educational Institution, Coimbatore:
  - i. Dr. N. G. P. ARTS AND SCIENCE COLLEGE, Affiliated to Bharathiar University, Coimbatore.
- E) Second Party & First Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- F) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1  
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within Coimbatore. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will relate effective utilization of the intellectual capabilities of the faculty of Second Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of co-operation shall be represented by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents Shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2**  
**SCOPE OF THE MoU**

- 2.1 The budding graduates / engineers from the institutions could play a key role in technological up gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** First Party can give valuable inputs to the Second Party, suitably customize the curriculum and in teaching / training methodology, so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; first Party to permit the Faculty and Students of Second Party to visit its group companies and also involve in Industrial Training Programs at Bangalore. The Industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Electronics and Communications.
- 2.5 **Skill Development Programs:** First Party to train the Students of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on the technology trends.
- 2.7 **Faculty Development Programs:** First Party to train the Faculties of Second Party.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.9 Financial considerations can be decided at the time of issuing work orders.

**CLAUSE 3**  
**INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

**CLAUSE 4**  
**VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Training Partner** or UTL, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or UTL, after termination of this Agreement by way of Communiation, correspondence etc., shall not be construed as an extension of this MOU



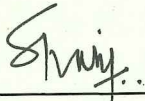
- 4.2 Both Parties may terminate this MOU upon 30 calendar days notice in writing. In the event of Termination both parties have to discharge their obligations

**CLAUSE 5**  
**RELATIONSHIP BETWEEN THE PARTIES**

1.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other party.


**AGREED:**

For UTL Technologies Ltd

  
Authorized Signatory



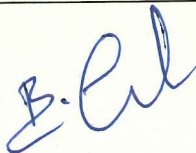
For Dr. N. G. P. Arts and Science College

  
Authorized Signatory



UTL Technologies Ltd	Dr. N. G. P. Arts and Science College
No 19/6, Ashokapuram School Road	Dr. N. G. P. Nagar
Industrial Suburb, Yeshwanthpur	Kalapatti Road
Bangalore	Coimbatore
Karnataka, India – 560 022	Tamil Nadu, India – 641 048
Phone: +91 80 23472171	Phone: +91 0422 2369100
Website: <a href="http://www.utltraining.com">www.utltraining.com</a> Email: <a href="mailto:srinivasraju@utltraining.com">srinivasraju@utltraining.com</a>	Website: <a href="http://www.drngpasc.ac.in">www.drngpasc.ac.in</a> Email: <a href="mailto:drngparts@kmcret.com">drngparts@kmcret.com</a>

Witness 1:



Witness 2:

