Memorandum of Understanding

This Memorandum of Understanding (this "MOU") is made and executed on this
_____, at Pune/Surat

BY AND BETWEEN

Centre for Development of Advanced Computing, an autonomous Scientific Society of the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India, registered under the Societies' Registration Act 1860 and the Bombay Public Trust Act 1950, having its registered Office in the Campus of University of Pune, Pune 411007, hereinafter referred to as "C-DAC", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

….PARTY OF THE FIRST PART

And

Sardar Vallabhbai National Institute of Technology (SVNIT), established in 1961 as one of the RECs for imparting technical education. In exercise of the powers conferred by section 3 of the University Grants Commission (UGC) Act, 1956, the Central Government on the advice of the University Grants Commission, has declared the Sardar Vallabhbhai Regional College of Engineering & Technology (SVREC), Surat to Sardar Vallabhbhai National Institute of Technology (SVNIT), Surat with status of "Deemed University" with effect from 4th December 2002. The Institute has been granted the status of 'Institute of National Importance' w.e.f. Aug. 15, 2007, having its registered address at Ichchhanath, Surat - 395 007 Gujarat, India (hereinafter called "SVNIT" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees, as the case may be).

….PARTY OF THE SECOND PART

Hereinafter collectively referred as **"Parties"**

Whereas C-DAC was set up to emerge as a premier R&D institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement

with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

C-DAC has been engaged in multiple areas of ICTE, more specifically in the areas of High Performance Computing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health etc.; Cyber Security including data security and cyber forensics, and in Education and Training pertaining to high end computing.

Whereas

The mission of the Sardar Vallabhbhai National Institute of Technology, Surat is to be a leading technical Institute not only at national level but also at International level for imparting training to manpower as per the needs of technology. It is also envisaged to provide the necessary infrastructure to take up research work and to provide the mechanism to interact with industries effectively.

The vision of Sardar vallabhbhai national institute of technology, surat, perceives to be a globally accepted centre of excellence in technical education catalyzing absorption, innovation, diffusion and transfer of high technologies resulting in enhanced quality for all the stakeholders

As a result of the interaction between C-DAC and SVNIT at various levels, both C-DAC and SVNIT have agreed to work jointly in the areas of common interest.

Now therefore both the Parties hereto agree to enter into the Memorandum of Understanding on the following terms and conditions.

1. PURPOSE / SCOPE:

This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in following terms and conditions.

This MOU being a broad base for defining the operational framework, some of the activities could be brought under the purview of specifically drawn-up projects and specific

MOU/Agreement shall be signed between the parties prior to the commencement of the work on case to case basis in writing defining the rights and responsibilities, time frame, financials, IPR , commercial terms etc., of parties.

2. NAME OF THE PROJECT: MoU between C-DAC, Pune and SVNIT, Surat

3. OBJECTIVES OF THE PROJECT: Installation and deployment of C-DAC's indigenously developed Supercomputer in a Box - "**PARAM Shavak**" at SVNIT for capability building in the area of High Performance Computing and Deep Learning.

4. SCOPE OF THE PROJECT:

This MOU broadly defines the mode & methodology of operations and spells out the rights & responsibilities of the parties hereto with respect to Supply/installation/deployment of "PARAM Shavak Supercomputing Facility" at at SVNIT for capability building in the area of High Performance Computing and Deep Learning.

5. DURATION OF THE PROJECT: Three years

2. ROLES AND RESPONSIBILITIES OF C-DAC

2.1 Nominate single point of contact from C-DAC side for communication and other purposes. The contact person is expected to have a reasonably good understanding of the operations, processes, and requirements of the current and future IT infrastructure at SVNIT.

2.2 Initiate long-term joint research projects of mutual interest and benefit.

2.3 Procurement of all the components for the High Performance computing and Deep Learning by C-DAC, Pune at the cost of SVNIT.

2.4 Installation/Deployment of PARAM Shavak Supercomputing Solution at SVNIT.

3. ROLES AND RESPONSIBILITIES OF SVNIT

3.1.1. Nominate Single point of contact from SVNIT side for communication and other administrative purposes. The contact person is expected to have a reasonably good understanding of the operations, processes, and requirements of the current and future computerized systems.

3.1.2. Accord and communicate requested/ required approvals/ sanctions/ acceptances/ clearances/ documentation within 15 days of request/submission for successful execution of

the entire project. If there is delay in the execution/ completion of the project due to any reasons not attributable to CDAC, SVNIT shall grant time extension and additional funds if required in such a situation.

3.1.3. SVNIT shall provide all inputs, information, diagrams, charts, figures, statistics, data, clarifications, replies etc. required or requested by C-DAC for carrying out responsibilities of C-DAC. SVNIT shall be responsible for ensuring that such information/answers/clarifications etc.. are accurate and complete. If there is delay in execution of the project for want of information (required/requested/otherwise) inputs, diagrams, charts, etc the same shall not be attributable to C-DAC, SVNIT undertakes to grant additional funds and extension in such a situation.

3.1.4. SVNIT shall provide free of cost suitable office place for CDAC authorized personnel with necessary/required/requested uninterrupted and continuous communication /computing /office /power /HVAC infrastructure, with laptop/desktop, phone and all other necessary things to carry out the task (s) including but not limited to first aid, photocopying, telephone, Internet connectivity /email/facsimile facilities and support at SVNIT. SVNIT shall also provide access to SVNIT equipment/facilities relating to this project.

3.1.5. SVNIT shall provide all necessary documentation/ clearances at least 15 days in advance for shipment of the system.

3.1.6. SVNIT shall provide at its own expense environmental conditions, power/ HVAC infrastructure and security of the HPC system.

3.1.7. SVNIT shall arrange to provide the air travel tickets to High Performance Computing team (comprising of 2 experts) of C-DAC, Pune (scientists/ engineers) during the implementation period and 4 C-DAC experts for workshop/training purpose. Travel of C-DAC officials to SVNIT will be decided on mutually agreeable basis. In case travel tickets are booked by C-DAC, the same shall be reimbursed at actual by SVNIT on production of travel tickets.

3.1.8. SVNIT shall arrange to provide proper accommodation/guest house facility and local hospitality for visiting officials from C-DAC for the project and workshop purpose.

3.1.9. SVNIT shall provide all required/necessary/requested documents/papers/declarations/deeds/certificates/notifications etc.. duly signed/sealed/stamped during/for transportation/delivery of all parts/components/systems. Risks in goods/parts/components/spares/systems shall be of SVNIT as and when they are delivered to SVNIT.

3.1.10. SVNIT shall make payments as mentioned in this MOU.

4. JOINT RESPONSIBILITIES OF C-DAC AND SVNIT:

4.1.   Identify areas and activities for joint collaborative works

4.2.   Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the schedules of various activities from time-to-time

4.3.   Draw the attention of the top management in case of any interface or operational problems.

4.4.   Ensure the safety of the personnel and material whenever placed at either end by the other party

4.5.   Not use/sell/license/rent technologies/resources/material/solutions of either parties to/for any third party without prior written mutual consent of the other party.

4.6.   Both Parties assure and acknowledge that, it has right/authority to enter into this MOU

4.7.   All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time. Both parties shall especially ensure that each party shall complete its tasks correctly in time where work of other party is dependent upon timely and correct completion of its work.

4.8.   Joint publication of scientific papers relating to jointly developed/ created work by both the Parties under this MoU.

4.9.   Explore and Initiate training programs on high performance computing/deep learning with C-DAC and Industry for the benefit of faculty, research scholars and students.

4.10.   Undertake Projects in various areas of mutual interest on mutually agreed terms reduced into writing and signed by both the parties.

5. FINANCIAL ASPECTS:

5.1 SVNIT agrees to provide funding for the entire project during the MoU period. Payments shall be made to C-DAC as per the Financial Annexure – A (attached herewith).The annexure shall be treated as part and parcel of the MOU.

5.2 All INR payments shall be made by SVNIT through Demand draft of a nationalized Bank drawn in favour of C-DAC and payable at Pune or online mode. 100% payment will be made in advance along with work order The payment of Rs 3,00,000/- towards workshop on HPC at SVNIT shall be made after successful training.

5.3 Where SVNIT requests and the C-DAC agrees to perform services relating to the Project which are not part of the financials/Price then those services shall be chargeable on a time and materials basis at the C-DAC's then current standard fee rates unless otherwise agreed.

5.4 SVNIT shall make payment to C-DAC within 30 days from the date of respective invoices of CDAC.

5.5 All applicable tax, cess, levies, duty, etc., shall be borne and paid extra at actual by SVNIT.

6. COMMUNICATION:

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents

Nodal contacts are:

Contacting Person for SVNIT:

Contact Person for SVNIT – Prof. (Dr) Rupa G. Mehta

Designation: Associate Professor and Head

E-mail ID: hod@coed.svnit.ac.in

Contact Number: +91 261 220 1591

Office Address: Department of CSE, SVNIT, Ichchhanath, Surat - 395 007 Gujarat, India

Contacting Person for CDAC:

Contact Person for C-DAC : Mr. Abhishek Das

Designation: Senior Technical Officer

E-mail ID: abhishekd@cdac.in

Contact Number: 09890182391

Office Address: C-DAC Innovation Park, S. No -34/B/1, Panchavati, Pashan, Pune - 411008, India

7. CONFIDENTIALITY AND NONDISCLOSURE:

Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc. shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of three years after this MOU comes to an end or as agreed from time to time in writing.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further.

8. INTELLECTUAL PROPERTY RIGHTS:

Any and All intellectual property created solely in relation to or arising out of this MoU, by C-DAC during the validity of MOU, or prior to the MOU, or after the termination of MOU shall be under the sole and exclusive ownership of C-DAC/MeitY. Ownership of any and all intellectual property created / developed through collaborations under this MOU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case- to -case basis prior to starting of work.

Pre-existing IP shall be owned by respective parties. Unless otherwise expressly agreed, the use, ownership and licensing of any intellectual property created by faculty, students, scientific staff of either Party shall be respectively owned by that Party, or the faculty, staff or students as the case may be of that Party. In case of any new IP generation/creation jointly, a separate agreement will be initiated with mutual consent by both the parties before commencement of work/generation of IP.

9. EFFECTIVE DATE AND VALIDITY:

a) This MOU shall be valid for a period of three years from the date of signing of the MOU.

b) The validity of the MOU may be extended by mutual agreement in writing and signed by both the parties

c) This MOU may be terminated by either party by giving 30 days prior notice in writing to other party through Registered A D /speed Post AD

10. DISPUTE RESOLUTION AND ARBITRATION:

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MOU by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred the sole arbitrator appointed mutually by C-DAC and SVNIT. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Pune. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

11. GOVERNING LAW :

This MOU shall be governed by and interpreted in accordance with the laws of India.

12. FORCE MAJEURE:

Neither party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action etc.

13. NOTICES:

Any notices to be given hereunder except for termination, shall be given by either party to the other may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt requested, or by

recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

14. INDEMNIFICATION:

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising therefrom.

15. ASSIGNMENT AND TRANSFER:

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

16. NON WAIVER:

The failure or neglect by either of the Parties to enforce any of the terms of this MOU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

17. SEVERABILITY:

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU that shall continue in full force and effect except for any such invalid and unenforceable provision.

18. LIMITATION OF LIABLITY:

In no event will C-DAC or <Second Party> be liable to the other party for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MOU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

19. MODIFICATION:

No modification to this MOU, will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

20. NO PARTNERSHIP:

Nothing in this MOU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

21. NATURE OF MOU:

The parties understand that nothing in this MOU shall be construed as a binding contract between the parties, save for the obligations stipulated under Sections 7, 8,10, 13, 14 and 20. Neither Party shall be liable for any direct or indirect damages of any kind arising out of or in connection with this MOU or for any third party claims against the other whatsoever.

22. HEADINGS:

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

23. ENTIRE MOU:

This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

Financial Annexure A		
Serial No	Description	Amount in INR
A	C-DAC Supercomputing in a Box solution "PARAM Shavak" (Qty:1 with one NVIDIA K40 accelerator card)	Rs 10,70,000
B	"PARAM Shavak Deep Leraning GPU System (DL GPU)" with one P5000 accelerator card	Rs 8,50,000
C	Workshop on high performance computing for four days at SVNIT	Rs 3,00,000
D	Round way Air Travel, local hospitality (accommodation and local travel) for 2 C-DAC experts for installation purpose and 4 C-DAC experts for workshop purpose.	To be borne by SVNIT at actual
E	All applicable taxes/duties/levies/cess etc, shall be extra to item no A, B and C .	To be borne by SVNIT at actuals

- CST@6% will be charged extra on Item No. A and B
- Excise Duty@12.5% will be charged extra on Item No. A and B (In case SVNIT has excise exemption certificate, then the same is not required to be paid by SVNIT).
- Service Tax@15% (inclusive of Swachh Bharat Cess and Krishi Kalyan Cess) will be charged extra on Item No. C
- Any additional Government levied taxes other than those mentioned above will be charged extra at actual for Item – A, B and C.
- Any change in taxes and duties at the time of billing will be applicable at actuals.

In witness whereof the parties hereto have signed this MOU on the day, month and year mentioned herein before.

For and on behalf of C-DAC   **For and on behalf of SVNIT**

_____   _____

Name   Name

Designation   Designation

In presence of   In presence of

1.   1.

2.   2.