

MEMORANDUM OF UNDERSTANDING FOR COLLABORATION

This Memorandum of Understanding Regarding Academy Program ("MoU") is made by and between **VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY BURLA** having its campus at VSSUT, Odisha, Burla represented by Registrar, VSSUT, Burla (hereafter "University") and **NI SYSTEMS (INDIA) PVT. LTD.** (hereinafter "NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by Mr Jayaram Pillai, Managing Director - National Instruments, effective as of 24th June, 2014 (the "Effective Date").

NOW THEREFORE THE PARTIES HEREIN STATE THEIR INTENDED OBJECTIVES AND ALL ASPECTS OF THE UNDERSTANDING:

1. OBJECTIVES:

University agrees to set up an Industry University Interaction Cell ("IIIC") within Veer Surendra Sai University of Technology Burla, which is expected to meet the following goals and activities:

- Encouraging engineers from industry to visit IIIC to deliver lectures;
- Participating of experts from industry in IIIC curriculum development;
- Visits of Faculty Member to industry;
- Industrial Testing;
- M.Tech. Project work under joint guidance of NI and University;
- Practicing engineers taking up part time M.Tech program;
- Practical Training of student in industry;
- Visiting Faculty/Professor from Industry;
- Faculty/Staff development Program;
- Ph.D Program;
- Establishment of College of Engineering sponsored by University.
- When innovation activity has gained importance in the country, IIIC can take an active part to promote such activities to students and scope of involvement will be jointly decided based on the evaluation of each proposal.

ROLE OF NI:

- NI will designate one of its engineers as a non resident Co-Manager to support the IIIC jointly with local Faculty Manager of University. A joint panel will be formed with University appointing a chairman and NI appointing a Co-Chairman.
- NI may send engineers to the IIIC for special sponsored projects, in such cases University should provide with the Guest House accommodation.
- NI will provide professional guidance in setting up the facility of IIIC.
- NI provides guidance on joint research programs and field studies by faculty of IIIC.
- NI may participate in curriculum development together with other professionals.
- B. Tech and M. Tech project/ Dissertation working in industries under joint guidance of the faculty of IIIC and experts from NI may be taken up.
- Short-term assignment to faculty members in NI may also be arranged.
- Internships – When NI is open for internship, NI may provide internships to selected students of University who will work in NI premises for a mutually agreed period and NI can directly recruit some or all of them.

- Registration for Ph.D programs – External Registration provision for NI Engineers for the Ph.D programs is offered by University. NI personnel with necessary qualification can register for an External Ph.D (with one advisor from University and another advisor from NI).
- Lectures by Visiting Experts – NI may arrange special lectures from experts in India and those visiting from abroad at the IIIC.
- NI may directly recruit talented students from amongst those from the IIIC purely on merit basis.
- Selected research manpower/ faculty and students who are willing to work on their project at the IIIC may get access to the facility at NI premises subject to NI's prior approval and the availability.
- NI may have access to the library facility existing at University including the electronic library and many of the journals available online only inside the premises of University.

ROLE OF UNIVERSITY:

- University will provide necessary infrastructure and facilities for IIIC including but not limited to space, hardware, software, LabVIEW software tools, other necessary computer peripherals for conducting the activities at the IIIC.
- NI Academic Expert will be included on the Board of Studies of University.
- University in their curriculum lays emphasis on Graphical System Design technology in all engineering disciplines for the undergraduate as well as post graduate courses.
- University will include NI provided courseware for the students in curriculum.
- Use of the facilities for the conduct of Continuing Education Programs, Training Programs, Short Term Programs as well as Sponsored Research and other industry related activities will be on terms to be decided by both the parties.
- The facility created can also be utilised for other academic activities.
- Charges applicable to conduct the industry activities will be decided jointly by both parties taking in to account the different fixed and variable costs incurred for conducting the activity; compensation / honorarium / consultancy charges for involved people and charges to be paid to the establishment for permitting the sponsored research etc.
- The norms developed concerning the charges will be subject to revision every two years.
- When there is capacity available, IIIC can allow the students of the other Engineering Colleges interested in studying these subjects. The logistics for this will jointly worked out.
- University ensures the use of NI software and/or hardware for consultancy and non-academic purposes shall be subject to the terms mutually acceptable to NI and University in line with NI license agreement or other agreement.
- All the activities of IIIC should be transparent to both the parties.
- Visiting faculty / professors from industries are arranged by University once every quarter to conduct classes;
- Faculty and selected students of the IIIC may get access to the public domain papers and reports of NI which does not require confidentiality treatment.
- Tailor made MS programs – Specially designed MS programs can be offered to the NI personnel (mainly for fresh recruits) without fees. A specially designed curriculum can be prepared based on mutual agreement. The recruits will go through the formal course work for two semesters at the IIIC and then a one year project work at NI.

2. Name, Logo, and Trademarks.

2.1. Subject to, and conditioned on University's compliance with, the terms of this MoU, NI hereby grants to University, and University hereby accepts, a nonexclusive, nontransferable, limited license, for the Term

(as defined below) only, to display "National Instruments", "NI", and other permitted NI logos, names and trademarks as the case may be (collectively referred to as the "Marks"), solely in connection with providing, promoting and advertising the IIC, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit A hereto and any and all other guidelines and instructions provided or made available by NI to University from time to time.

2.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, on or in connection with which the Marks are displayed, University shall submit, at no charge, representative specimens of such materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to inspect and examine it. University agrees to comply with Exhibit A hereto and any and all other requirements, guidelines and instructions provided or made available by NI to University from time to time, in each instance of University's display of the Marks.

2.3. Goodwill generated by any use by University of the Marks, inures solely to the benefit of NI, and no use thereof shall give University any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this MoU, University shall immediately cease all display and use of the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the Marks, University agrees to cease any and all display and use of them, as may be instructed by NI in writing. University acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this MoU. At NI's request, University agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. University recognizes and acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. University agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, University shall not during the term of this MoU or thereafter:

- (a) apply to register or maintain any application or registration of any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
- (b) take any action that may tend to imply or express that University is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
- (c) use or register an internet domain using, containing, or confusingly similar to the Mark;
- (d) misuse any Mark;
- (e) use any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
- (f) use any colorable imitation or variant form of any Mark, not specifically approved in writing by NI;
- (g) alter or deface any Mark in any way except as may be instructed in writing by NI; or
- (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services any Mark, or any mark or name confusingly similar to any of them.

2.4. University may not take any action against a third party in relation to the any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of any Mark in any jurisdiction. University will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that any Mark infringes the rights of any third party, or (b) any unauthorized use of a Mark by a third party. University will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding

3. No Other Licenses. University acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights, patents and trademarks, which relate to the Materials, National Instruments products, creations or joint cooperation under the MoU, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this MoU. All rights not expressly permitted to University in this MoU are reserved to NI.

4. Warranty Disclaimer. UNIVERSITY ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.

5. Term and Termination.

5.1. Term. This MoU shall commence on the Effective Date and continue for thirty six (36) months unless terminated earlier. Either party may notify the other party in writing of early termination of this MoU by a prior notice of not less than three (3) months prior to the effect of such termination provided that the termination in such as case shall not cause the disruption of a semester at the IIIC or any ongoing project of NI.

5.2. Termination. Notwithstanding Section 5.1, if, during this MoU, including renewal terms, either party breaches this MoU, the other party may terminate this MoU upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This MoU shall terminate immediately and automatically if the University suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.

5.3. Effect. The following sections and subsections shall survive any termination or expiration of this MoU: 2.3, 2.4, 3, 4, 5.3, 6, 9, 11, and 13.

6. INDEMNITY; LIMITED LIABILITY.

6.1. Indemnity By University. University shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 2 or any of its subsections; and (b) Losses claimed or sustained by University, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies University of such claim, and provides University with the authority, assistance, and information University needs to defend or settle such claim. University shall not be liable for a settlement made without its prior written consent.

6.2. Indemnity By NI. NI shall indemnify, defend and hold University harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that University promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 6.2 states University's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual

or industrial property right relating to the Materials. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.

6.3 Liability. IN NO EVENT SHALL NI BE LIABLE FOR ANY ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, DIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY UNIVERSITY, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).

7. Independent Contractors; Freedom of Action. University and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and University or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. The licenses, rights and permissions granted to University under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational universities), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

8. Assignment. Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part) without the prior written consent of the other and any attempt to do so shall be void. University may not delegate or subcontract any of its obligations under this MoU without NI's prior written consent.

9. Dispute Resolution. This MoU shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

10. Notices. All notices which shall be given by either party under the terms of this MoU shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed at the first page or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.

11. Compliance with Laws. University agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in University's performance of, and exercise of rights under, this MoU.

12. Registration. If this MoU is required to be registered with authorities in India, University shall complete any such required procedures promptly.

13. Counterparts; Language; Amendment; Construction; Severability; Waiver. This MoU, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This MoU may be executed in two counterparts, each of which taken together shall constitute one single MoU between the parties. This MoU is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this MoU or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this MoU will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this MoU is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this MoU. The failure to insist upon strict compliance with any of the provisions of this MoU shall not be deemed a waiver of any such provision, nor shall any waiver or

relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this MoU is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

EXECUTED as of the Effective Date set forth above.

NI

Signature:

Name and Title:

Date:

Seal:



University

Signature:

Name and Title:

Date:

Seal:

JAS
Dr Jamini Ranjan Mohanty
Registrar I/c
26.06.14

REGISTRAR
V.S.S. University of Technology;
Orissa, Burla

EXHIBIT A

Requirements:

In addition to the other requirements of this MoU with respect to the use of the NI Logo, NI trade name, trademarks, University agrees to comply with the guidelines at <http://www.ni.com/legal/trademarks/> and any and all other guidelines that may be provided or made available by NI to University from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the NI logos, Marks, and names are used:

"LabVIEW", "National Instruments", and the "LabVIEW" logo design are trademarks of National Instruments Corporation, and are used, as part of the "LabVIEW Academy" logo and the "LabVIEW Academy" name, with the permission of National Instruments Corporation. University, not National Instruments Corporation or NI, is solely responsible for the courses offered by University, including without limitation those teaching the use of the LabVIEW™ software, and all materials, content, software, and code contained in or made available through this document or web site. Neither University, nor any courses or other goods or services offered by University, are affiliated with, endorsed by, or sponsored by National Instruments Corporation or NI.