

Annexure-I (1-8 Page)

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

University Institute of Engineering & Technology,
Kurukshetra University, Kurukshetra

&

Wavelinx

D-22-B, DDA Flats, Behind Shivaji College, Raja Garden, New
Delhi - 110027

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Ans

Sandeep Singh

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into 22.4.19

BETWEEN

University Institute of Engineering & Technology, Kurukshetra University, Kurukshetra, the First Party represented herein by its Director, UIET (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Wavelinx, D-22-B, DDA Flats, Behind Shivaji College, Raja Garden, New Delhi 110027, the Second Party, and represented herein by its Zonal / Divisional Head, Name of Competent Authority / Representative, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns). (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) University Institute of Engineering & Technology, Kurukshetra University, Kurukshetra
- B) First Party & Second 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) Wavelinx, D-22-B, DDA Flats, Behind Shivaji College, Raja Garden, New

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Delhi 110027, the Second Party is engaged in Business, Manufacturing, Skill Development, and R&D Services in the fields of *RFID Antenna/Tag Design & Development* and related fields.

- F) Wavelinx, D-22-B, DDA Flats, Behind Shivaji College, Raja Garden, New Delhi-110027, the Second Party is promoted by Mr. Sarbdeep Singh, Director, Wavelinx Technologies Pvt. Ltd. New Delhi.
- G) Wavelinx Technologies Pvt. Ltd is working in RFID Antenna/Tag Design and development, for further information company website www.wavelinx.in can be seen.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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 the **Institution** and its related wings. 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 facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed 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

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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 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 faculty and student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. 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. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help in the placement of students of the First Party into internship/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **RFID Tag & Antenna Design and related activities.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

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- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **University Institute of Engineering & Technology, Kurukshetra University, Kurukshetra**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 The name and insignia of K.U. cannot be used by the Second Party for any purposes except with the explicit permission of the First Party.
- 2.12 The institute/ university shall use all the new ways and means in this regard for the design and development of the RFID Tag & Antenna for Wavelinx, the second party at agreed shared cost basis which is mutually decided project to project.
- 2.13 The design/development charges of work to be paid by Wavelinx to the institute/university shall be negotiated on case to case basis on the basis of mutual agreement and shall be agreed between the parties to avoid any kind of dispute or differences. The institute/university shall not be entitled to any money against expenses etc in any manner, if the work has not been assigned to it by the Wavelinx through a written communication. The university shall not claim any money against the expenses done during the process of development in any respect, apart from agreed amount.
- 2.14 The Wavelinx shall provide all the necessary input, technical details to the institute/university that are required to initiate the RFID Tag antenna design and development.
- 2.15 That the institute/ university shall not share any technical detail, drawings, application

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details etc that is provided by Wavelinx for development purpose, with any third party without written consent by Wavelinx. However is design to be published in reputed journals without sharing of technical details required for commercialization.

- 2.16 That the institute/ university shall develop and test the antennas and will share the prototype of antennas exclusively with Wavelinx.
- 2.17 That the institute/ university shall modify the design of antenna without any extra cost, if the performance of antenna/tag is not found as per previously communicated design by Wavelinx and consumable including material will be borne by Wavelinx as per project required.
- 2.18 That the present agreement can be terminated by the parties at their will after giving 30 days notice in writing.
- 2.19 That the present agreement covers only RFID Antenna /Tag Design development job for the Wavelinx. No other business or fiduciary relationship between the parties shall be created.

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 Wavelinx, D-22-B, DDA Flats, Behind Shivaji College, Raja Garden, New Delhi 110027, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Wavelinx, the Second Party after termination of this Agreement by way of communication, 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.

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CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 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. Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Kurukshetra (Haryana)**.

AGREED:

University Institute of Engineering & Technology
Kurukshetra University, Kurukshetra-136118
Haryana

CC
22/11/19

Authorized Signatory
Prof. (Dr.) C.C. Tripathi
(DIRECTOR)

Wavelinx Technologies Pvt. Ltd,
D-22-B, DDA Flats, Behind Shivaji
College, Raja Garden, New Delhi 110027

Sarabdeep Singh

Authorized Signatory
Mr. Sarabdeep Singh
(DIRECTOR)

Name of Institution	Name of Industry
University Institute of Engineering & Technology, Kurukshetra University, Kurukshetra-136119	Wavelinx Technologies Pvt. Ltd, D-22-B, DDA Flats, Behind Shivaji College, Raja Garden, New Delhi-110027
Contact Details: 01744-239155	Contact Details: 011-25103930

CC

CC

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E-mails: director.uiet@kuk.ac.in	E-mails:tirlochan@wavelinx.in
Web: www.uietkuk.org	Web: www.wavelinx.in

Witness1: *[Signature]*

Witness2: *[Signature]*
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Witness3: *[Signature]*
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Witness4: *[Signature]*
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BETWEEN

University of Engineering & Technology,
Kurukshetra University, Kurukshetra

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Wavelinx
D-30-II, DDA Flats, Behind Sahaj College, Kirti Chowk,
Delhi - 110027