

STRATEGIC COLLABORATION AGREEMENT

This **STRATEGIC COLLABORATION AGREEMENT** (hereinafter referred to as “**AGREEMENT**”) is entered into on this 1st day of September 2022 by and between:

NXP INDIA PRIVATE LIMITED, a company duly organized and existing under the laws of India, having its registered office at Ground Floor, Manyata Tech Park, Greenheart Phase-III, Nagawara, Bengaluru, Karnataka – 560 045, India and its office at PLOT 2 & 3, SECTOR 16A, Noida, India, acting for itself and also acting on behalf of its Affiliates (hereinafter collectively referred to as “**NXP**”)

AND

MANIPAL ACADEMY OF HIGHER EDUCATION, a deemed to be university under Section 3 of UGC Act 1956, having its registered office at Madhav Nagar, Manipal – 576 104, Karnataka, India, on behalf of its constituent unit, **MANIPAL INSTITUTE OF TECHNOLOGY, MANIPAL** (hereinafter collectively referred to as “**MAHE**”)

Hereinafter referred collectively to as the “**PARTIES**” or individually to as the “**PARTY**”.

WHEREAS, the Parties are proceeding on the following understanding:

- A. NXP has experience, capabilities and skills in the field of microelectronics and embedded systems design, production and related activities.
- B. MAHE, an institute of eminence and deemed-to-be-University, is a leading institute with extensive technical and professional expertise and facilities to provide education, training and to conduct research in various fields through its constituent units. MIT is a constituent unit of MAHE imparting quality engineering education to young professionals offering B.E./B.Tech., M.E./M.Tech. and doctoral programs, and has educational and research capabilities and experience in the fields of Electronics, Electronics and Communication, Embedded Systems, VLSI Design, and Computer Science.
- C. The Parties, in order to exploit such respective capabilities, agree to have cooperation, on the basis outlined in this Agreement, (hereinafter referred to as “**COLLABORATION**”) in the Fields including, but not restricted to the list given in this Agreement.
- D. This Agreement shall evidence the mutual agreement between the Parties.

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS

- 1.1. **Affiliates:** means, with respect to a Party, any corporation or other legal entity that, now or hereafter, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Party. “Control” means the direct or indirect beneficial ownership of more than fifty percent (50%) of the voting stock or equity interests, or decision-making authority in the event that there is no voting stock or equity interests, in another person; and “Controlling” and “Controlled” shall have correlative meanings.
- 1.2. **Intellectual Property Rights (IP Rights):** means all rights in any invention, Patent, discovery, improvement, utility model, copyrightable work whether or not registered, industrial design, mask work, algorithm, data structure, trade secret or know-how, confidential information, or any idea having commercial value
- 1.3. **Noncommercial Activities:** means any nonrevenue generating activities performed by NXP, including, without limitation, competition activities, lab activities, sponsoring activities, technical guidance to students, internship, faculty trainings, and curriculum review.
- 1.4. **Patents:** means all classes or types of patents (originals, divisionals, continuations, continuations-in-part, provisionals, reissues), including but not limited to patents for inventions, design patents and utility models, and all applications for the aforementioned in all countries in the world.
- 1.5. **Services:** shall mean the activities / projects to be performed by MAHE and NXP, within the frame of the Collaboration.
- 1.6. **Field:** shall mean the detailed description of the area of investigation as identified by MAHE and NXP for each research project under the Collaboration.

2. OBJECTS

The Parties agree that the Collaboration shall cover Non-commercial Activities and may include any on the following activities:

- 2.1. To facilitate proliferation of VLSI Design & Embedded Systems knowledge in MAHE and NXP by undertaking research projects with the involvement of MAHE faculty and students along with NXP employees.
- 2.2. To encourage jointly guided Masters / doctoral research with part of the work done using NXP eco-system. Appointment of co-supervisor from NXP is permitted with due approval from the competent authority at MAHE.

- 2.3. To enable MAHE 's B.Tech/M.Tech/Ph.D students to get exposure to practical R&D scenario in semiconductor industry through collaborative B.Tech/M.Tech/Ph.D projects guided jointly by MAHE faculty and NXP personnel. Students applying for such collaborative project work at NXP should get necessary approval from the competent authority at MAHE and have the access to Labs for undertaking the research projects.
- 2.4. To enable MAHE B.Tech/M.Tech/Ph.D students to get the experience of working in an industrial environment through internships at NXP. Students applying for such internship at NXP should fulfil the NXP eligibility criteria's and get necessary approval from the competent authority at MAHE.
- 2.5. To expose MAHE faculty members to industrial design issues and help them in curriculum design by aligning the coursework with contemporary industry problems. Special approval has to be sought from the competent authority at MAHE by the MAHE faculty who wish to seek the association of NXP personnel as part of design / modification of curriculum and courses at MAHE.
- 2.6. To conduct workshops, seminars, lecture series, design contests and conferences, training sessions for Faculty.

3. NXP'S RESPONSIBILITIES AND COVENANT

- 3.1. For all research projects executed under this Collaboration, NXP will decide whether to take the design, if applicable, to silicon or not.
- 3.2. NXP shall extend adequate technical guidance to MAHE students on B.Tech/M.Tech/ Joint doctoral research projects.
- 3.3. Every year NXP will invite applications for NXP-Ph.D fellowships from regular Ph.D scholars of MAHE (preferably from CSE/EEE/E&C departments) who has completed a minimum of 6 (six) months after their enrolment. NXP may provide NXP PhD Fellowships (a maximum of 2 (two) scholars per calendar year) from the pool of applied candidates who are working on topics aligned to area of interest for NXP. Such scholars at MAHE shall be termed as NXP Ph.D Fellows. The monthly fellowship which is initially granted to 1 (one) year can be extended to a maximum of 5 (five) years subjected to satisfactory annual progress of the NXP Ph.D Fellows. The monthly fellowship amount will be more than the monthly scholarship awarded to a regular Ph.D student at MAHE. However, NXP reserves the right not to award fellowship to any scholar in a given calendar year if none of the scholars who have applied for the fellowship fails to meet the eligibility criteria set by NXP.

- 3.4. NXP will make proper working arrangements for the MAHE B.Tech/M.Tech/Ph.D students who opt for and are selected for Internship at NXP premises.
- 3.5. NXP may make efforts for training or exposing the faculty members and students to real industry problems and latest tools and technology at NXP in relation to curriculum review, coursework development, and joint research.
- 3.6. NXP may make efforts to conduct design contests for B.Tech/M.Tech/Ph.D students from time to time. These contests would be time-bound competitions based on NXP design kits and on topics selected by NXP. NXP shall award certificates to participants and may award prizes for winning participants on its discretion. NXP shall have the right to promote such events through press releases and media.
- 3.7. NXP may make efforts for enabling laboratory linked coursework through supply of evaluation kits and associated documentation / technical guidance on case-to-case basis as may be required.

4. MAHE'S RESPONSIBILITIES AND COVENANT

- 4.1. For the joint masters / doctoral research projects, MAHE in consultation with NXP shall work towards breaking down the long-term problem statements into short term sub-goals for more granular tracking and evaluation of each project. For this necessary approval has to be sought from the competent authority at MAHE.
- 4.2. MAHE shall circulate the call for NXP-PhD Fellowships at appropriate forums. Regular Ph.D scholars (preferably from CSE/EEE/E&C departments) who have completed a minimum of 6 months after their enrolment can apply for the same.
- 4.3. MAHE shall shortlist (preliminary screening) the applicants based on merit and NXP defined criteria (if applicable) of the B.Tech /M.Tech/Ph.D students and fitment of the scholars area of work to NXP's research/business priorities. This should be in tune with the guidelines and eligibility criteria mentioned in terms of this Agreement.
- 4.4. MAHE shall not involve persons from some other industry in project / dissertation / thesis guidance in the B.Tech/M.Tech/Ph.D programmes where NXP is already involved.
- 4.5. MAHE shall permit NXP to organize time-bound NXP design contest and facilitate its organization, including promotion within MAHE premises. MAHE shall permit its B.Tech/M.Tech/Ph.D students to participate in such contests. MAHE shall allow NXP to promote such events through press releases and media as deemed appropriate by NXP.
- 4.6. MAHE agrees to make its best efforts to create/equip the necessary laboratory facilities as advised by NXP for supporting the research projects.

5. JOINT RESPONSIBILITIES AND COVENANT

- 5.1. MAHE will forward the shortlisted candidates applied for NXP M.Tech/Ph.D fellowships as per Clause 4.3 and NXP will announce the final list.
- 5.2. MAHE and NXP will encourage joint supervision of B.Tech/M.Tech/Ph.D projects done by MAHE students. Such projects would be done in either NXP through an internship or at MAHE premises, or a mix of both. If any of such projects involve the thesis work of a student, NXP shall permit the person from NXP associated with the project to be one of the guides for the thesis work of the student. The Internship duration shall neither be less than 6 (six) months nor more than 1 (one) year. Appointment of co-supervisor from NXP is permitted with due approval from the competent authority at MAHE.
- 5.3. MAHE shall facilitate work of NXP employees in MAHE premises for a specified period, in case needed for a jointly defined project.
- 5.4. MAHE shall facilitate NXP employees to avail MAHE academic programs. NXP employees can do M.Tech/Ph.D under sponsored and full time mode / employed and part time / external and part time mode provided the candidates meet the eligibility and shortlisting criteria prescribed by the respective departments, if recommended and sponsored by NXP.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All IP Rights owned or controlled by either Party before the effective date of the Agreement (**BACKGROUND IP**) shall remain under the sole ownership of such Party.
- 6.2. In the event that during the term of this Agreement, and as a result of and in the course of the activities under this Agreement, an invention is made or new intellectual property arises (“Foreground IPR”), the ownership thereof shall vest (i) in the Party, whose employee(s) have solely performed the work which caused the Foreground IPR to arise; or (ii) jointly in both Parties, if the Foreground IPR is the result of work performed by one or more employees of MAHE and one or more employees of NXP and if the contributions of both Parties are undividable and each joint owner or its Affiliates shall have an equal, undivided interest in and to such joint invention, as well as in the Foreground IPR in all countries.
- 6.3. MAHE hereby grants NXP a non-exclusive, worldwide, royalty-free and fully-paid up license to use MAHE’s Foreground IPR and jointly owned Foreground IPR for the Noncommercial Activities.

7. CONFIDENTIALITY

- 7.1. Confidential Information shall mean any item or information including but not limited to electrical / electronic schematic and circuit diagrams, documentation, specifications, formulas, manufacturing processes, know-how, computer programs, technical descriptions and other technical and economic data, records and information pertaining to the Collaboration.
- 7.2. Information generated by one Party shall be treated as confidential information belonging to that Party. Information generated within the Collaboration shall be treated as the confidential information of all the Parties. All confidential information shall be marked as “CONFIDENTIAL” on any written document.
- 7.3. In case one Party intends to disclose to a third-party or disclose orally or publish in public conference or journal the existence of this Collaboration or any confidential information generated during the Collaboration, the Party shall require prior written approval from other Party. The necessary decision would be provided by other Party within 3 (three) working weeks of submission of the details to be disclosed by first Party.
- 7.4. The obligations herein in relation to each item of Confidential Information of either Party shall subsist for a period of 6 (six) years from the date of its disclosure, notwithstanding any termination of the Agreement.

8. LIABILITIES

- 8.1. With the exception of a breach of Section 6 or Section 7, in no event shall either Party be liable to the other Party for any special, indirect, punitive, incidental or consequential damage caused by any breach of its obligations to the other arising out or in connection with any project under the Collaboration.
- 8.2. NXP’s total liability for all costs, damages, claims, or losses whatsoever arising out of or in connection with this Agreement is limited to the amount paid by NXP to MAHE under this Agreement.

9. TERMINATION

- 9.1. This Agreement may be terminated or suspended mutually by either Party after giving 6 (six) months’ notice. However, agreed responsibilities towards students shall be fulfilled.
- 9.2. Immediately upon termination, each Party shall provide to other Party all descriptions of final deliverables and any other IP / copyright material pertaining to the activities under

the Collaboration.

- 9.3. The terms as mentioned in this Agreement shall continue in force until terminated according to these terms.

10. DISPUTE RESOLUTION

- 10.1. In the event of a dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the Parties shall attempt to resolve such dispute through amicable negotiation in good faith and by all reasonable and appropriate means.
- 10.2. If the Parties are unable to resolve the dispute, then it shall be referred to and finally resolved by arbitration in New Delhi, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce for the time being in force, which rules are deemed to be incorporated by reference in this article. The language of the arbitration shall be English.

11. Export Control

- 11.1. Each Party shall comply with all applicable export and import control laws and regulations including, but not limited to, the US Export Administration Regulations (including restrictions on certain military end uses and military end users as specified in Section 15 C.F.R. § 744.21 and prohibited party lists issued by other federal governments), Catch-all regulations and all national and international embargoes. Each Party further agrees that it will not knowingly transfer, divert, export or re-export, directly or indirectly, any product, software, including software source code, or technology restricted by such regulations or by other applicable national regulations, received from the other party under this Agreement, or any direct product of such software or technical data to any person, firm, entity, country or destination to which such transfer, diversion, export or re-export is restricted or prohibited, without obtaining prior written authorization from the applicable competent government authorities to the extent required by those laws.
- 11.2. MAHE shall obtain all international and national export licenses or similar permits required to comply with export control laws and regulations unless otherwise mutually agreed in writing by the Parties. Violation of export control rules by MAHE gives NXP the right to terminate this Agreement as set forth in Section 9. MAHE shall cooperate in informing NXP or their customers whether or not the Products are US controlled and/or

controlled under the export control laws of its country, and indicate the Export Control Classification Number (ECCN) when applicable.

12. GENERAL

- 12.1. This Agreement is intended to remain confidential. No public release or disclosure of information concerning its existence and/or content, and/or the activities described in this Agreement is made by either Party, without the prior written consent of the other Party. Any further activities pertaining to or anyhow related to the Collaboration and the services deriving there from shall be subject to the signature of a **NON-DISCLOSURE AGREEMENT (NDA)** to be executed between the Parties at least on the signature of the Agreement.
- 12.2. Any press release or media promotion about this Collaboration shall be exclusively devised, reviewed and agreed by both Parties in written before making any such public announcement.
- 12.3. Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party; notwithstanding the foregoing NXP may assign this Agreement to any NXP Affiliate.
- 12.4. Each Party shall bear its own cost relating to the discussions covered by this Agreement.
- 12.5. The effective date of the Agreement will be the date of execution indicated below.
- 12.6. This Agreement shall be valid from the effective date for period of 5 (five) years subject to a joint yearly review.
- 12.7. Neither of the Parties shall use the name, image, trademark, logo, icon or other symbol of the other Party without prior written approval of the other Party in any public announcement, news release or advertising relating to this Agreement.

NXP and MAHE have caused this Agreement to be executed as on the 1st day of September 2022 by their duly authorized representatives:

Signed for and on behalf of:
NXP INDIA PRIVATE LIMITED

Signed for and on behalf of:
MANIPAL ACADEMY OF HIGHER EDUCATION


Sanjay Gupta (Sep 14, 2022 15:33 GMT+5.5)

Name: **Sanjay Gupta**
Designation: Director
Sep 14, 2022

WITNESS:



Name: **Dr. Narayana Sabhahit**
Designation: Registrar
Sep 9, 2022



Name: **Yogesh Mittal**
Designation: Senior Director
Sep 14, 2022



Name: **Dr.K.V.Sriram**
Designation: Associate Professor
Sep 14, 2022