SMIT SIKKIM MANIPAL UNIVERSITY
SIKKIM MANIPAL INSTITUTE OF TECHNOLOGY

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1091/SMIT/251 /2024

25 Jan 2024

To,

The Registrar
Sikkim Manipal University
Gangtok (Sikkim)

FORWARDING OF COPIES OF AGREEMENTS

1. Copies of the following agreements inked between Sikkim Manipal University and other agencies as shown below are forwarded herewith for your record please :-

(a) Larsen and Toubro Ltd (L&T EduTech) - 14 pages

(b) Information Data Systems Inc, USA and its Indian Entity Intuitive Data Solutions Pvt Ltd, Hyderabad - 05 pages

2. Original copies of above agreements have been retained in SMIT.

3. Please acknowledge receipt.

[Prof (Dr) G.L. Sharma]
Director

SIKKIM MANIPAL INSTITUTE OF TECHNOLOGY ★ Majitar Rangpo Sikkim

Encls : 19 Pages

Copy to :-

1. HOD, Dept of ME & EEE - For information along with copy of agreement as shown in Para 1 (a) above.

2. HOD, Dept of CSE - For information along with copy of agreement as shown in Para 1 (b) above.



தமிழ்நாடு தமிலநாடு TAMILNADU

CX 499375

17 AUG 2023

L&T ch-89.

M. KAILASH CHAND
STAMP VENDOR-L.No.11727/C/9
SAIDAPET, CHENNAI-15. :98401730

AGREEMENT

This Agreement is entered into at Chennai on the 16th day of Jan' 2024.

Between

Larsen & Toubro Limited, a company organized and validly existing under the laws of India, having a registered office located at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400001, India and its business vertical L&T EduTech having its office at TCTC 1st floor, Mount Poonamallee Road, Manapakkam, Chennai 600089, India hereinafter referred to as "L&T EduTech" or First Party, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PARTY.

And

LARSEN & TOUBRO LIMITED L&T EduTech Chennai - 600 089

SIKKIM MANIPAL UNIVERSITY 5th Mile Tadong, Gangtok

Sikkim Manipal University established under Govt. of Sikkim Act 9 of 1995, recognised under section 2(f) of the UGC Act, 1956 and having its Registered Office at 5th Mile, Tadong, Gangtok, Sikkim - 737102, hereinafter referred to as "SMU" or "Second Party" unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the SECOND PARTY.

L&T EduTech and SMU are hereinafter referred to as such or collectively as "the Parties" and individually as "Party".

WHEREAS

1. L&T is one of the leading engineering conglomerates operating at various parts of the globe providing technology, engineering, construction manufacturing and services including learning and assessment solutions and platforms through its EduTech business unit.
2. L&T EduTech is a new business unit from L&T, which aims to bridge the gap between industry and academia. The core objective would be to enhance the employability of students as well as aspiring professionals across various engineering & technology sectors. Keeping the focus on employability, L&T has launched a series of industry-led application-oriented courses under its product portfolio - L&T College Connect ("College Connect Program" or "L&T College Connect Program").
3. SMU has already been established as Sikkim Manipal University, a higher education institution in Gangtok, Sikkim.
4. L&T EduTech will provide its College Connect Program to the students of SMU.
5. SMU has accepted L&T EduTech's offer and agrees to enrol its students for the College Connect Program under:
    a. Program in E-Mobility and Electric Vehicles
6. The Parties are desirous of entering into this Agreement to set out their mutual understanding in this regard.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope of the Agreement

1.1. L&T EduTech has developed a solution to bridge the industry-academia gaps in present-day curricula by providing application-oriented courses which are, in-tune with future requirements to deliver career & learning outcomes

1.2. SMU agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T EduTech.

1.3. SMU shall enrol students into the L&T College Connect Program as set out in this Agreement.

1.4. L&T EduTech shall deliver the course content as applicable for Program in E-Mobility and Electric Vehicles.

1.5. The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.

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2. Product Details

Program in E-Mobility and Electric Vehicles

Investment Value	Scope of Proposal	Enrolment
Rs.20,00,000+ GST	• Advanced specialization stack (Mechanical, Electrical, or allied branches) as discussed in Annexure – Courses.	Institute can take up to 50 students in a batch. The investment covers the fee for 3 years of program delivery
Rs. 40,000 + GST for each enrolment beyond 50		

3. Payment Terms

Program in E-Mobility and Electric Vehicles

The payment for each batch shall be collected in manner tabulated below:

Tranche	Payment Schedule	Amount
1	7 days before the start of 1st year	Rs 10,00,000 + Rs 20,000 per enrolment beyond 50
2	7 days before the start of 2nd year	Rs 5,00,000 + Rs 10,000 per enrolment beyond 50
3	7 days before the start of 3rd year	Rs 5,00,000 + Rs 10,000 per enrolment beyond 50

a. At the beginning of each year, for each existing batch of program enrolled, based on the enrolled number of students and the year of the of program, L&T shall raise invoice as per the above table.
b. SMU shall make the payment for invoice 7 days before the commencement of the program.
c. The engagement of L&T with SMU is envisaged to continue on year-on-year basis for new batches enrolling to SMU for the duration of the agreement.
d. The payments made by SMU to L&T shall be non-refundable and non-adjustable against any other engagement with L&T.
e. L&T shall set up a Center of Excellence (CoE) for delivering the Program in E-Mobility and Electric Vehicles in SMU's campus with support of its Technology Partner after receipt of payment for first tranche for the first batch. The scope of deliverables for the CoE are detailed in the Annexure.

4. Obligations of SMU

SMU hereby agrees that it shall:

a) Enrol students within respective courses at the start of license date and ensure that the full amount is collected at the time of such enrolment from the student. The list of students enrolled can be shared with L&T EduTech and SMU shall ensure that the correct name is printed in the certificate on successful completion.
b) Provide a point of contact for all administrative and support function to ensure smooth implementation of the courses.
c) Periodic review to ensure on track implementation and sharing feedback with L&T EduTech as soon as possible and any necessary action required.
d) Assign faculty members to be trained in the operation and maintenance of the CoE as detailed in the Annexure – COE.

LARSEN & TOUBRO LIMITED L&T EduTech Chennai - 600 089

SIKKIM MANIPAL UNIVERSITY

e) Provide necessary support for the establishment and operation of CoE in SMU 's campus.
f) Ensure the timely payment of invoices as mentioned in the clause 3 (b)

5. Obligations of L&T EduTech

L&T EduTech hereby agrees that it shall:

a) Support in recommending the right courses as per the learning and career outcomes evinced for the students.
b) Ensure courses are live and available to students during the validity of the licenses.
c) Share schedule of course delivery as agreed with SMU.
d) Provide SMEs for virtual or in-person classes as agreed for course wise delivery.
e) Conduct assessments and evaluations, course wise and issue certificate on successful completion of the courses.
f) provide technical support to all enrolled students of SMU regarding the online platform through which the courses are offered.
g) establish the CoE in E- mobility and Electric Vehicles in SMU's campus with support of its Technology Partner for delivery of Program in E-Mobility and Electric Vehicles as detailed in Annexure, based on clause 3(e).

6. Representation and Warranties

a. The Parties hereby represent and warrant to each other that:
   i. entering and performing of this Agreement does not and will not conflict with any law, governmental rule/regulation or cause a breach of any other agreement to which either of the Parties is a party.
   ii. it is duly organised and validly existing entity, and it has the power and authority to enter into and perform this Agreement and the signatory to this Agreement is duly authorised by it.

7. L&T Logo usage and Co-branding

a. SMU will be provided with the option of using co-branded materials in its marketing campaign, certificates, student acquisition programs, etc., L&T EduTech shall provide SMU with the marketing material and information and SMU shall only use such material and information.
b. SMU may utilize L&T EduTech's logo and brand material (collectively referred to as the "**Brand Material**") subject to the payment of license fees against the first invoice raised by L&T EduTech as set out in clause 3 above. It is hereby clarified that SMU shall be entitled to use L&T EduTech's Brand Material subject to the timely settlement of any and all subsequent invoices raised by L&T EduTech.
c. L&T EduTech reserves the right to revoke the consent granted to SMU to use its Brand Material at any time during the term of this Agreement. Upon such revocation SMU shall cease using L&T EduTech's Brand Material with immediate effect.
d. Usage of L&T EduTech's Brand Material shall be subject to the brand guidelines and approval of marketing or promotional material by L&T EduTech.

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8. **Term and Termination**

a. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of three year unless terminated earlier.

b. This Agreement may be terminated by either of the Parties by giving one month written notice to the other Party.

c. Either Party ("**Aggrieved Party**") shall be entitled to terminate this Agreement forthwith by issuance of a written notice to the other Party ("**Breaching Party**") due to a (a) breach of the terms and conditions of this Agreement including non-adherence to the stipulated timelines, failure or refusal to pay the fees, breach of clause 10 (*Intellectual Property Rights*) etc. Provided that the Aggrieved Party shall provide the Breaching Party with a written notice ("**Notice**") informing it of the occurrence of such breach and the Breaching Party fails or refuses to rectify the breach within a period of 7 days from the date of receipt of notice. The requirement of Notice shall be dispensed with if the breach is irremediable in nature.

d. In the event of any termination, the ongoing College Connect Program shall be rendered to the students who had enrolled for the same prior to the termination of this Agreement. It is hereby clarified that in the event of SMU failing or refusing to rectify the breach as Mentioned in Clause (C) supra, within the time stipulated in the written notice, the amounts paid by SMU prior to termination of this Agreement for availing the courses shall not be refunded under any circumstances.

e. It is hereby agreed by the Parties that post termination of this Agreement for any reason, SMU shall cease to provide the College Connect Program, either under the same name or a different brand name using the materials of L&T EduTech, to the students, and return all data, information of L&T EduTech that it may have access to and communicate to the students that the College Connect Program will be no longer offered through SMU .

9. **Confidentiality**

a. The Parties hereby agree that each Party may have access to Confidential Information of the other Party. Each of the Parties agrees that it shall keep confidential all the information disclosed by the other Party and will use the same only for the purposes of this Agreement.

b. Each of the Parties also agrees that it shall not disclose to any person or entity any of the terms, conditions or other facts with respect to any such possible transaction including the status, which is confidential information without the consent of the other Party.

c. For the purposes of this Agreement, Confidential Information shall mean any information provided by a Party to another Party under this Agreement, including but not limited to, financial, marketing, technical, IPR, design, customer/learner information (sourced by L&T EduTech / SMU) or other information of the disclosing party.

d. The Parties also affirm that there shall not be any announcement made by either Party, till both Parties have approved the content of such an announcement.

e. Nothing in the above clause prevents a Party from disclosing any Confidential Information:

(a) to its employees, legal advisors and other consultants on a need-to-know basis (provided the Party uses reasonable endeavors to ensure that the relevant person is aware that the information is confidential

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and does not further disclose the information except in accordance with this clause);

(b) if required by law, or regulatory authority;

(c) to obtain any Regulatory or corporate approval, consent or authorization to enter into the transaction;

(d) if required in connection with enforcement of any right or in defence of any claim, legal proceedings or dispute resolution procedure relating to or arising out of this Agreement.

10. Intellectual Property Rights

a. Intellectual Property Rights: any and all Intellectual Property Rights (hereinafter referred to as IPR) subsisting in the courses (now or in the future), including any and all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world).

b. SMU agrees that all products/ such other things provided under this Agreement shall belong exclusively to L&T EduTech and no rights thereto shall accrue in any manner to SMU.

c. Under no circumstances will SMU be entitled to claim the IPR (or any right of any kind) for any product, process, methodology, patent or any other thing of any nature whatsoever in relation to this Agreement. Any IPR developed during the currency of this Agreement and all rights over the Courses to be delivered under this Agreement, shall be the sole property of L&T EduTech and SMU shall not have a right to claim any right over the same merely by working on it or instrumental in developing the same.

d. SMU shall not along with its student(s)/faculty/client(s)/sub-contractor(s) remove or alter any of the proprietary rights notices on any Confidential Information/courses it receives from L&T EduTech and will not attempt to recreate, update, modify, create derivative works, delete, destroy or deface the courses or Intellectual Property (or any part thereof) in any manner whatsoever. In no case shall SMU or anybody connected to SMU either directly or indirectly, apply for, or seek registration of, or in any way use in any country the patents, know-how, trademark or any other intellectual property, designs, copyrights, trademarks, trade names or logos which are identical or confusingly similar to the patents, know-how, trademark or any other intellectual property, marks, trade names, logos, designs, etc., belonging to L&T EduTech.

e. SMU hereby fully confirms and commits that it shall take all necessary precautions, measures and steps to fully protect the Confidential Information of L&T EduTech from any unauthorized disclosure, misuse or infringement in any manner.

f. Upon any termination of this Agreement or upon breach by SMU of any of the terms of this Agreement, SMU shall cease using the L&T IPR and the courses forthwith.

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11. Indemnity

a. Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "**Loss**") which may be suffered or incurred directly, including but not limited to any claim by third party, by Indemnified Party as a result of (i) any misrepresentation or material breach of any representation or warranty made by the Indemnifying Party in this Agreement or (ii) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the Indemnifying Party or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party.

b. In no event shall the maximum liability of L & T EduTech under this Agreement exceed the amount of fees paid/payable by SMU for a period of three months immediately preceding the date of the claim.

12. Notices

a. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to be given when sent by electronic mail to the electronic mail address specified below or delivered by hand to the address specified below. A copy of any such notice shall also be sent by registered mail or courier on the date such notice is transmitted by electronic mail, to the address specified below:

In the case of L&T EduTech:

L&T EduTech, TCTC (First Floor), Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.B.No.979, Chennai – 600 089.
E-Mail ID: collegeconnect@lntedutech.com

In the case of Sikkim Manipal University:

Sikkim Manipal University, 5th Mile, Tadong, Gangtok, Sikkim - 737102.
E-Mail ID: director.smit@smu.edu.in
SMU PAN Number: AAAJS1172K
SMU GST Number: 11AAAJS1172K1ZA

13. Non-Solicit

a. During the term of this agreement and for a period of thirty-six (36) months thereafter, SMU shall not directly or indirectly, knowingly recruit, hire, engage or solicit for employment any technical or professional employee of L&T EduTech, its Affiliates, sub-contractors, vendors, etc. unless otherwise agreed to in writing by the Parties.

14. Exclusivity

a. The L&T EduTech hereby agrees and acknowledges that SMU has executed similar agreements with third party course providers. Similarly, the SMU hereby agrees and acknowledges that L&T EduTech shall be free to enter into similar agreements with third parties in respect of its College Connect Program. SMU hereby agrees and states that it shall not share/disclose/use the course materials or any information pertaining to the course or otherwise made available to it by L&T EduTech with such third-party course providers under any circumstances in any manner. It is hereby agreed

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between the Parties hereto that any such act on the part of SMU gives L&T EduTech the right to terminate this Agreement.

15. Entire Agreement:

a. This Agreement and the schedules, set forth constitute the entire agreement and 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 including any commercial and/or technical proposal made by SMU to L&T EduTech.

16. Assignment Rights

a. SMU shall not assign or transfer its rights and liabilities hereunder to any other party without the prior written permission of the L&T EduTech which will not be unreasonably withheld.

17. Survival:

a. Any provision of this Agreement that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.

18. No partnership

a. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or any other similar relationship between any of the parties and none of them shall have any authority to bind the others in any way, whether contractually or otherwise.

19. Severability:

a. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

20. Counterparts:

a. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

21. Amendment

a. This Agreement may be amended or modified in whole or in part with the mutual consent of the Parties to the Agreement in writing.

22. Costs of Enforcement

a. If either Party shall seek to enforce any provision of this Agreement, the prevailing party in any such legal action or proceeding shall be entitled to reasonable attorney's fees in addition to any other relief provided to the prevailing party.

23. Governing Law and Jurisdiction

a. This Agreement shall be governed by the laws of India. The Parties hereby agree that the courts in Chennai, India will have the exclusive jurisdiction to try any disputes by and between the Parties.

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24. Arbitration

a. The Parties shall attempt in good faith, to resolve any controversy, claim, or dispute arising out of this Agreement through bilateral mutual negotiations. It is mutually agreed that in the event of any dispute or misunderstanding that might be arising between the Parties related to this Agreement, whether as to the interpretation of the terms and conditions contained herein and / or as to the determination of the respective rights and obligations, the Parties herein shall resolve the same by way of referring the dispute to the arbitration of the sole arbitrator to be appointed by mutual consent. If the Parties herein failed to arrive at a consensus for the appointment or a sole arbitrator, each Party shall be entitled to appoint an arbitrator of their choice and the arbitrators so appointed in this regard shall by consensus appoint a third arbitrator, thereby forming an arbitration panel to resolve the dispute between the Parties herein. Each Party shall be liable to bear the cost of their respective Arbitration, unless otherwise adjudged by the arbitration panel,

b. The award to be passed by the arbitration panel shall be final and binding on the Parties herein. The procedure as prescribed under the Arbitration of Conciliation Act 1996 shall be adopted in this regard. The law applicable shall be Indian Law and the venue of arbitration shall be Chennai, India.

25. FORCE MAJEURE

The Parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement or the indentures pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the parties, including, but not limited to acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes. However, there shall be an obligation on such repudiating party to give notice to the other ("**Affected Party**") regarding the invocation of the Force Majeure clause at the earliest possible. The Affected Party shall have the right to terminate this Agreement if the other Party is prevented from performing its obligations due to the subsistence of the Force Majeure Event beyond a period of 7 days.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

For Larsen & Toubro

LARSEN & TOUBRO LIMITED L&T EduTech Chennai - 600 089

Mrs. M F Febin
Head-CollegeConnect Business
L&T EduTech

For Sikkim Manipal University

SIKKIM MANIPAL UNIVERSITY

Authorised Signatory
Sikkim Manipal University

Witnesses:

1. Dr. D K Jha
Chief Academic officer
L&T EduTech

2. MAYANK RANJAN
Regional Manager-L&TEduTech

Witnesses:

1. Cdr (Dr) GL Sharma
Director SMIT.

2. Dr. Amit Kr. Singh
EEE Dept, SMIT

Annexure - COE

L&T EduTech shall set up a standard lab which will act as a Centre of Excellence for EV training and hands-on learning. The e-mobility lab will consist of two equipment sets namely, Lab equipment for Two-wheeler segment and Lab equipment for Electronics & Embedded.

Role of L&T EduTech

- After agreement sign-off, as per provided Commercials - Section 9, L&T EduTech shall commence the establishment of the CoE with standard lab facilities.
- To ensure the sustainability of this setup, L&T EduTech shall upskill two faculty members of the college in EV thereby enabling them to conduct experiments and maintain the EV requirements with proper care at the COE.
- Necessary lab manuals, experimental procedures and documentation shall be drafted for the trained faculty member to understand and work on the equipment.

Prerequisites from SMU

- With minimum area of 400 - 600 Sqft, fully furnished air-conditioned space to be allotted by the SMU for setting up of the EV lab. Lab should be provisioned with necessary power facilities, working tables and other furniture for placing the equipment.
- SMU to provide linkage with existing basic automotive, electrical & electronics lab support.
- SMU to provide access to existing computer design lab with primary software support.

Ownership and Maintenance of the CoE

1. After receiving the relevant milestone payment for the establishment of the CoE, L&T with support of its Technology Partner shall complete the setup in the SMU campus, in accordance with the payment terms specified in this agreement.
2. L&T shall be the rightful owner of the CoE equipment until either a period of three years elapses from the setup of CoE or upon the successful completion of the program for the first batch of students, whichever occurs later.
3. Following the stipulated period mentioned in point 2 above and upon the college's fulfillment of its obligations, including milestone payments, L&T shall transfer ownership of the CoE equipment to the College.
4. The transfer of ownership shall be done free of cost to the SMU.
5. Until the ownership transfer is complete, L&T is responsible for servicing and repairing the equipment, through its Technology Partner.
6. After transfer of ownership, maintenance and upkeep of the equipment may be extended to the SMU by L&T on cost basis, with support of the TECHNOLOGY PARTNER, with mutual consent of both the parties.
7. In the event of contract termination after the ownership transfer, the College shall retain ownership of the CoE equipment. If the contract is terminated before the ownership transfer, for any reason, L&T shall assume custody of the CoE equipment.

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1.Lab Equipment Set 1: 2-Wheeler Segment



Equipment Setup

EV Powertrain Components

- Electric Motor & controller system kit
- Inverter system
- Transmission system
- Battery Pack unit & Battery cells

EV Testing & Diagnostics

- Battery Management System (BMS) equipment
- Inverter equipment: for testing the functionality of the inverter
- Motor equipment: for testing the functionality of the electric motor.
- Diagnostic tools: for diagnosing faults in EV systems and components.

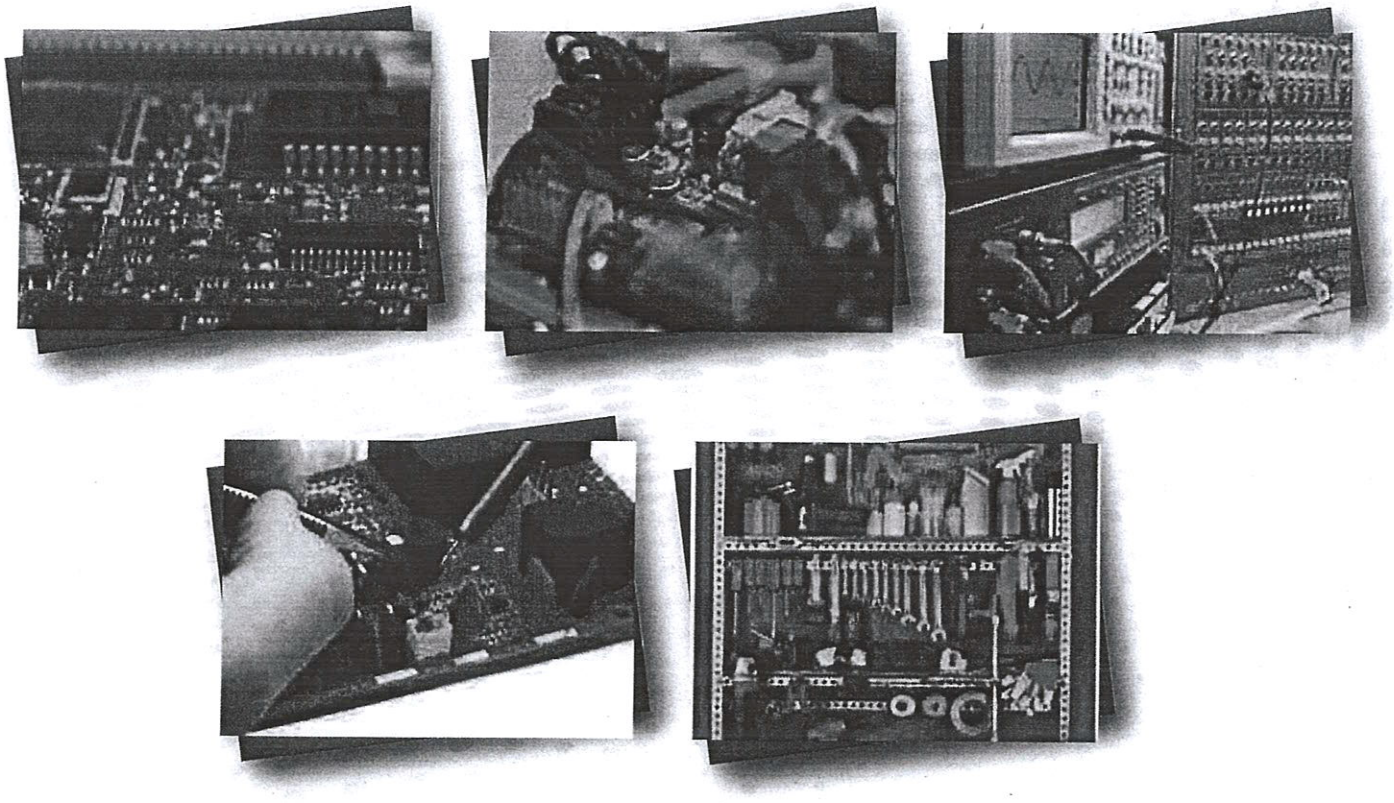
EV Assembly & Disassembly

- Electric Vehicle Tool Kit: for repair, maintenance and troubleshooting of EV systems and components.
- EV Disassembling: for disassembling and reassembling of EV systems and components.
- Electrical Safety Equipment: such as gloves, goggles, and ear protection, etc.

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2.Lab Equipment Set 2: Electronics & Embedded



Equipment Setup

Embedded Systems Experimental Kit

- Microcontrollers: For example, Arduino or STM32 development boards can be used for prototyping and developing a custom BMS algorithm
- PCB development Embedded
- kits
- Sensor systems
- Embedded test equipment
- CAN bus interface: CAN bus is a common protocol used for communication between various systems in an EV, including the BMS

Other Facilities

- Large workshop area with EV servicing bays and charging infrastructure
- Dedicated classrooms with audio-visual equipment for lectures and training sessions
- Data acquisition system for monitoring and collecting data from the EV systems and components
- Experimental report and procedure.
- Manual support for students Faculty
- training manuals

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Annexure - Courses

The following courses shall be offered as a part of the Specialization in EV Program:

S.no	Specialisation	Duration
Advanced Specialisation Stacks [6 Courses with 18 Credits format]		
1	Advanced Specialisation on Electric Vehicles (Mechanical)	270 Hours (45 hours x 6 Courses)

	Courses Covered	Duration	Semester
1	Foundations of EV & Hybrid Vehicles	45 Hrs	III
2	Automotive Mechanics for EV	45 Hrs	IV
3	EV Mechanical Design Development & Analysis	45 Hrs	V
4	EV Product Development, Homologation & Hydrogen FCEV	45 Hrs	VI
5	EV FEA Analysis	45 Hrs	VII
6	EV Data Analytics & Cyber Security	45 Hrs	VIII

2	Advanced Specialization on Electric Vehicles (Electrical)	270 Hours (45 hours x 6 Courses)

	Courses Covered	Duration	Semester
1	Foundations of EV & Hybrid Vehicles	45 Hrs	III
2	EV Battery Technology and Powertrain Development	45 Hrs	IV
3	EV Power Electronics & Embedded Systems	45 Hrs	V
4	EV Charging Infrastructure, Vehicle Testing & Homologation	45 Hrs	VI
5	EV Vehicle Design & Analysis	45 Hrs	VII
6	EV PCB Design & Data Analytics	45 Hrs	VIII

Course Delivery Model:

- Self-Learning & Supervisor Based Learning: 30 Hours
- Practical Hands-on Sessions: 15 Hours
- LIVE Sessions include Instructor led and project evaluation sessions.
- Weekly Tasks include assignments, Assessments, and course tests.
- Every course is blended with Projects.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU") is made on 23rd January 2024, by and between:

Information Data Systems Inc, 4000 Livernois Road, Troy, MI 48098, USA and its Indian entity Intuitive Data Solutions Pvt Ltd Trendz Utility,3rd Floor, Gafoor Nagar, Vittal Rao Nagar Road, Madhapur, Hyderabad, TS – 500081 (here in after to be referred to as "IDS" which expression shall unless repugnant to the subject or context, deemed to include their affiliates, successors and assigns)

AND

Sikkim Manipal University (SMU), 5th Mile, Tadong, Gangtok, East Sikkim 737102.IDS and SMU University, Sikkim shall be together referred as "Parties" and individually as "Party".

RECITALS

1. WHEREAS **SMU,** 5th Mile, Tadong, Gangtok,East Sikkim 737102 .is one of the top-ranking universities in Sikkim with over hundreds and hundreds of full-time students and faculties across all the SMU University Campus– offering a wide range of programs.

2. WHEREAS **IDS** is in the business of developing next-generation solutions in new and emerging business areas such as Artificial Intelligence, Blockchain, Cloud, Internet of Things (IoT).

3. WHEREAS **IDS** shall establish Applied Blockchain Centre (ABC), a Blockchain Lab facility at SMU University, Sikkim under this MoU.

1. Purpose

With the objective of promoting their co-operation in academic education and research, IDS has set up Applied Blockchain Centre ("Lab") on a shared facility by SMU University, Sikkim to address 3 key areas but not limited to the below.

- Blockchain for Environment Sustainability and Energy Sector
- Hedera Distributed Ledger Technology/Blockchain use cases and Implementations
- Use cases of National Interest on Bharat Blockchain Network

Parties wish to give access to the Lab facility to the selected students and faculty of SMU University, Sikkim in relation to course hands on sessions/research work ("Researchers") under UG/PG programs.

Further, IDS shall Design and Deliver Certified Blockchain Developer certification courses to Undergraduates and Post Graduates. Organize activities not limited to Faculty Development Programs (FDP), Student Development Programs (SDP)/ Master classes by Industry leaders, Panel discussions, Hackathon, Blockchain Annual Summit.

IDS shall also provide industry oriented global certification and internship program for students ("Interns") of the SMU University, Sikkim in Blockchain technology.

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2. Co-operation Projects

The Co-operation projects undertaken between the Parties under this MOU shall be as follows:

a) Impart training to the Researchers during a mutually convenient period. The number of participating students/faculty will be decided on a year-to-year basis mutually by the Parties.

b) This Co-operation shall also open a channel to recruit Interns to work at IDS or its partners based on the course performance of the students.

c) Collaborate activities between IDS, the industry and SMU University Sikkim, where the Party in contact with the industry will lead the collaboration.

d) IDS shall provide access to the Applied Blockchain Center (ABC) to the Researchers and provide technical assistance/ Guidance to research materials, for development into white paper.

e) IDS shall aid in University's faculty development program based on a mutual understanding between the Parties.

f) Any other activities which may be mutually agreed in writing between the parties for the promotion of the Lab and the research therein.

g) The pricing for the certification program and stipend during the internship period is as stated in Appendix.

3. Commencement, Renewal, Termination

This MoU will be effective from the date of the last signature hereto and will remain in force for a time of 3 years ("Term"), with a possibility for renewal at the end of this Term, subject to the Parties' written agreement. Either Party may terminate this Agreement by giving three (3) months' notices in writing to the other Party. In case of termination, both parties will ensure the existing students/faculty are not affected regarding ongoing training, projects or any other activity.

4. Confidentiality

In terms of this MOU, will be governed by the NDA between the Parties.

Further the Parties agree that IDS may require the Interns or Researchers to sign a separate internship agreement and/or confidentiality agreement or any other similar agreement which provides such internship or lab access details and other terms. In case of any ambiguity or conflict of terms between the terms and conditions of this MoU and those of these internship agreements and/or confidentiality agreement, the terms and conditions of such internship agreement and/or confidentiality agreement shall prevail.

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5. IP Rights

a) Nothing in this MoU is intended to grant to SMU University Sikkim, any rights under any patent, trade secret or copyright or work done by the students or Researchers in IDS products or services nor shall this MoU grant SMU University, Sikkim any rights in or to Confidential information, except the limited right to review, subject to compliance with all terms and conditions, information solely for the purpose of this MoU. All rights in such work shall vest with both parties.

b) In the event of any patent or copyright that arises under this MoU, the same shall be filed in the joint name of IDS and SMU University, Sikkim on terms to be agreed in advance by IDS.

c) All research, white papers, patents, collaboration etc. under this MoU may only be published upon the prior review and express written confirmation by IDS and upon providing appropriate acknowledgement of IDS in such materials/works

6. Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

SMU University, Sikkim agrees to indemnify and hold IDS harmless against any its Affiliates, and their respective officers, directors, agents and employees against all liabilities, costs, expenses, damages and losses suffered or incurred by IDS caused by Interns, Researchers, or/and arising out of any act or omission of SMU University, Sikkim in connection with this MoU.

IDS shall not be liable to the institute for any loss of profit, business, savings or goodwill or any direct, indirect or consequential losses or exemplary or punitive damages, whether caused by breach of contract (including this MoU), negligence, breach of any statutory duty or arising in any other way, in every case even if the relevant party has been advised of the possibility of that type of loss.

7. Governing Law, Venue

This MoU is governed by the laws of India in case of any dispute venue and the place for any proceedings shall be as per jurisdiction of Sikkim, India

This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

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Rangpo
Sikkim

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Signed on behalf of

SMU University,
Sikkim

Place: Sikkim

Date: 24/1/24

Witness

24/1/2024

AD (A)
SMIT

24/01/2024
HoD, EEE

SIKKIM MANIPAL INSTITUTE OF TECHNOLOGY
Majitar
Rangpo
Sikkim

Signed on behalf of

V. Arava

Information Data Systems Inc,
Hyderabad

Place: Sikkim

Date: 24/1/24

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witness :

Sunil Yadavalli
IDS Inc

APPENDIX

1. ABC Lab setup cost of worth ₹ 5,00,000 (Subscription based annual license fee) will be sponsored for a year is deployed and configured by IDS and University shall facilitate systems with pre-determined configuration.

2. Students can register and pursue the following advanced global certifications from IDS

   Certified Blockchain Developer – 10,000 INR + Taxes as per GST (The course fee is 40 % discounted for SMU students and it shall be offered at ₹ 6,000 for hands-on training and certification)

   The course shall be scheduled cohort-wise, once the course fee is paid by the interested students.

3. Any paid activities other than certification programs will be informed and organized with prior written permission.

4. Registered students of SMU University shall be given a complimentary access to our vibrant community, where students across colleges (academic partners of IDS) in different states would be brainstorming on latest trends and developments in emerging technologies.

5. A Faculty Working group shall be formed at your esteemed institute and the faculty can take up Blockchain consulting projects, Paid training opportunities, and contribute wherever possible. Consulting assignments for Faculty (upto ₹ 2,50,000) and their compensation is decided on a project-to-project basis.

6. Students shall be eligible to avail paid internship opportunities (remote) with a monthly stipend of ₹ 5,000 to 7,500 per month based on student's capability and contribute to their practical learning

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