

**arm**



# **MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**All India Council for Technical  
Education, New Delhi**

**And**

**ARM Embedded Pvt. Ltd.,  
Bangalore**

28<sup>th</sup> August, 2019

This Memorandum of Understanding ("MOU") is entered into on the date of last signature.  
("Effective Date")

#### BY AND BETWEEN

**ARM Embedded Technologies Pvt. Ltd.**, (a corporation formed under the laws of India with company number 31153 and tax number AAECA1582E), whose registered office is at Bagmane WTC-SEZ, Citrine Block, 4th Floor (Level 5), Marathahalli Outer Ring Road, Mahadevpura, Bangalore, 560048 ("Arm")

and

**All India Council for Technical Education** whose main office is located at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 ("AICTE")

(individually a "party" and collectively the "parties")

#### BACKGROUND

- A. Arm is a leader in microprocessor intellectual property and designs and licenses fast, low-cost, power-efficient RISC processors, peripherals, 'system-on-chip' solutions for embedded control, graphics processors, subsystems, physical IP and tools. The Arm University Program ("AUP") encourages the use of Arm technology in education by the provision of education kits comprising teaching materials and software tools for educational purposes.
- B. All India Council for Technical Education (AICTE), is a statutory body established by an act of Parliament (Act 52 of 1987) under Ministry of Human Resource Development, Govt. of India for the purpose of planning, promotion and regulation of technical education system in the country.
- C. Arm would like to play a leading role in plugging the education and skills gap in Electrical, Electronic and Computer Engineering, Computer Science and beyond and help faculty teach the latest technology from Arm and its ecosystem.
- D. AICTE believes that the AUP will help in strengthening and improving quality of Technical Education in India, A vision of a forward-looking under graduate and post graduate program plugging the skill gap producing an efficient, flexible and empowered manpower, sensitive to the industry's expectation. To enable faculty members in the field of technical education to upgrade their knowledge and skills that can help prepare students for active and successful participants in a knowledge society, increase their employability and promote innovation.

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## PURPOSE

1. The purpose of this MOU is to record the mutual interest of Arm and AICTE in promoting and furthering a strategic relationship. The roles and responsibilities of Arm and AICTE, and scope of work shall be set out in Schedule 1.

## INTELLECTUAL PROPERTY RIGHTS

2. Intellectual property rights of the content contributed by either ARM or AICTE in furtherance of this MOU shall continue to be owned by the contributing party. ARM and AICTE shall respect and uphold the intellectual property rights of the other party and shall take all reasonable efforts to protect the intellectual property of the other. Should one party become aware of potential infringement of the other party's intellectual party, they shall provide the owning party with notice of such potential infringement
3. In case either party wishes to use other party name and logo, for the purpose of the activities contemplated in this MoU, the requesting party shall obtain a prior written permission from the other party.

## CONFIDENTIALITY

4. A party receiving confidential information from the other party shall protect such confidential information by using the same degree of care, but in any event no less than a reasonable degree of care, to prevent the unauthorised use, dissemination or publication of the confidential information as the recipient uses to protect its own confidential information of a like nature. The recipient may only use the confidential information for the purpose of undertaking the activities contemplated by this MOU. The recipient may not disclose the confidential information to any third party without having first obtained the disclosing party's prior written consent. A party may at any time request the return or destruction of its confidential information.

## EFFECT OF THIS MOU

5. While the parties wish by this MOU to make clear their support of, and enthusiasm for, the purposes outlined above, this MOU, other than where expressly stated otherwise, is not intended to create any legally binding relationship between the parties. The parties recognise that any agreement or agreements involving the parties which may subsequently be negotiated will, prior to execution, require the express approval of specific bodies and duly authorised officers within the parties, and they acknowledge that at any time in advance of such execution the parties and each of them shall be free to propose arrangements different from those outlined in this MOU or unilaterally to cease any consideration or negotiation contemplated by this MOU without any liability whatsoever to the other party.
6. The validity, construction and performance of this MOU shall be governed by the laws of India. If for any reason Arm and AICTE are unable to resolve a dispute between them arising under this Agreement, either party shall notify the other in writing that a dispute exists and

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request a final determination. Any such request by the party shall be clearly identified by reference to this clause and shall summarize the facts in dispute and the party's proposal for resolution. If the matter cannot be resolved mutually, the dispute shall be referred for arbitration in accordance with the Arbitration and Conciliation Act, 1996, before an arbitral tribunal comprising of a sole arbitrator who shall be appointed by the parties within a period of 30 (thirty) days from the start of the dispute. If the parties are unable to elect a sole arbitrator within such period of 30 (thirty) days, the arbitrator shall be appointed by the High Court of Delhi. Arbitration shall be conducted in the English language and place of arbitration shall be Delhi.

7. Parties agree that Arm or AICTE will not be precluded from entering into any contracts with any other agency for any such program as outlined under this MOU for the benefit of the teachers and students of technical institutes whether at State or at Central level, as may be applicable.

This MOU shall commence upon the Effective Date for a period of 1 year and can be extended on mutual agreement. The parties agree that this MOU may be terminated by either party giving written notice to the other party (with immediate effect or subject to such period as may be specified in the notice).

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorised representatives:



**All India Council for  
Technical Education, New Delhi**

By: Prof. Anil D Sahasrabudhe  
Title: Chairman



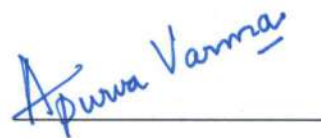
**ARM EMBEDDED TECHNOLOGIES PVT. LTD.**

By: Kuttappa Somaiah Bittiananda  
Title: Vice President, ISG Sales – India

Witness



By: Dr. A P Mittal  
Title: Member Secretary, AICTE



By: Apurva Varma  
Title: Regional Manager, AUP, India

## Schedule 1

### Role of Arm:

- Support the pedagogy used in teaching the core subject areas of Electrical/Electronics and Computer Engineering, and Computer Science with the help of the following materials as set out in this Schedule 1, to be licensed free of charge to the teaching faculty at Institutes/Universities approved by AICTE subject always to export control laws and the applicable licence terms:
- Teaching materials for the following courses:
  1. Efficient Embedded Systems
  2. Rapid Embedded Systems
  3. Digital Signal Processing
  4. Real-time Operating Systems
  5. Basic SoC Design around a real ARM Cortex-M0 core
  6. Advanced SoC Design around the dual-core ARM Cortex-A9
  7. Internet of Things
  8. Graphics and Gaming
  9. Embedded Linux
  10. Mechatronics and Robotics

### Role of AICTE:

- To promote the AUP and encourage faculty to use the teaching materials provided in the Education Kits to Technical Institutions/Universities approved by AICTE.
- AICTE shall place this MoU on its website for faculty of approved institutions.

### Arm Student Design Challenge

AICTE and Arm will jointly hold the Arm Student Design Challenge for Engineering Students for AICTE approved technical institutions. The Challenge aims to enhance the Indian innovation ecosystem by enabling innovators and entrepreneurs through the stages of the challenge to develop technology-based solutions for tomorrow.

### Role and Responsibility of Arm:

- Vision of the Challenge
- Operations Management and fund for the challenge
- Technology Roadmap for the challenge
- Technical Review during the various stages of the challenge, Enabling technology mentoring for participating teams
- Internships
- Awards
- Arm shall coordinate with Ecosystem Partners to facilitate support for
  - Technology Mentoring for participating teams
  - Technical Review of submitted proposals at various stages of the contest
  - Jury support for evaluating proposals.

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- Offering Internship to winners of the challenge
- Sponsorship for the challenge

**Role and Responsibility of AICTE:**

- Shared vision of the Challenge.
- Promotions and encouraging students of approved institutions of AICTE to participate in the challenge.

*AD*

*[Handwritten signature]*