

Memorandum of Understanding

Keysight Technologies and MITS

This non-binding Memorandum of Understanding ("MOU") entered into effective as of 04th December 2019, by and between:

KEYSIGHT TECHNOLOGIES INDIA PRIVATE LIMITED., a private limited company having its registered office at 807, New Delhi House, Barakhamba Road, Connaught Place, New Delhi - 110001, India, and hereinafter unless the context otherwise requires be referred to as "Keysight"

And

Muthoot Institute of Technology and Science (MITS) is promoted by Muthoot M. George Institute of Technology, a Section 25 Company within the Muthoot Group and hereinafter unless the context otherwise requires be referred to as "MITS"

Now therefore this MOU witnesses:

I PURPOSE

Keysight Technologies desires to engage with MITS as a technology partner in providing solutions for their UG/PG/Research programs thru syllabus discussions, faculty training programs and providing lab solutions.

Keysight and MITS hereby establish this memorandum of understanding (MOU) to express their desire to continue working together in areas of mutual interest devoted to faculty development, syllabus participation, and student internship program and provide equipment and tools for the labs for this new institute.

Keysight Technologies is a premier measurement technology company whose business interests involve, inter alia, the areas of RF, microwave, semiconductor, EDA, Nano-technology and digital electronics.

II ROLES AND RESPONSIBILITIES

This MOU sets forth the general roles and responsibilities that the parties propose to follow as they cooperate in the exchange of information in order to collaborate further to do the following:

- a) Keysight participates in syllabus discussion for MITS undergraduate engineering programs. MITS plans to start PG programs soon
- b) Keysight desires to be part of MITS's research board with the intent to recommend the new areas of research in the field of electronics
- c) Keysight will provide RF certification program to students of ECE at MITS to deserving candidates. The details of this will be shared separately
- d) Host or participate in technical seminars jointly with the intention to promote science and practice of engineering and allied sciences, wherein technical literature is presented in the fields of engineering and, in particular, radio-frequency, microwave, semiconductor characterization
- e) Keysight will offer student internships based on an available basis to 2 to 3 students at MITS in the area of semiconductor design, process design, quality assurance, foundry, FPGA design, software design for a period of



- 6-12 months at Keysight R&D center at Manesar/Bangalore based on availability and qualification criteria
- f) MITS has invested in a Center of Excellence in RF at ECE Department in MITS with partial donation from Keysight. This lab will be used for student labs for teaching, faculty/student research, conducting paid training programs and also to forge collaboration with Industry.
 - g) Keysight will provide suitable posters depicting the technology relevant for UG/PG labs

III – Media Release

Any use of the MITS's or KEYSIGHT TECHNOLOGIES' brand names, trade names, service names, trademarks, service marks, and the like, must be agreed in writing on a case-by-case basis. Each such agreement may set forth the applicable terms and conditions. The receiving/publishing party will provide the other party up to fourteen (14) days or such other mutually agreed time to review a copy of any proposed public release of information resulting from collaborative projects and to permit the other party to designate all or any part of the information as not subject to disclosure. All designated restricted material will be protected from disclosure.

IV – TERM AND TERMINATION

The MOU shall be effective from the effective date indicated above, and shall be valid for an initial term of three years, unless terminated earlier by either party. The initial term of this MOU will be automatically extended for additional consecutive periods of one year, unless terminated upon written notice by either party. The notice of early termination or termination at the end of the initial or any extension period should be issued at least 90 days before the intended date of termination and such termination will be without liability.

V – GENERAL

The parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the parties hereto execute a formal written agreement with respect to the subject matter of this MOU. The parties further understand that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated. Neither party shall be liable for any direct, indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever.

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU without the prior written consent of the other party.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.



Any notice under Section III of this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

WITNESSES:

Signed and Dated on:

For MITS

Name:

Designation: Director

Signature: _____

6/12/12
EXECUTIVE DIRECTOR
MUTHOOT INSTITUTE OF TECHNOLOGY & SCIENCE
Varkala P.O., Puthencherry - 682 308

(Signature)
4/12/12 (WITNESS)

DR. NEXLAKANTAN, P.C.
PRINCIPAL
MUTHOOT INSTITUTE OF TECHNOLOGY & SCIENCE
VARKALA P.O., PUTHENCHERRY - 682 308
KERALA

(Signature)

For Keysight Technologies.

Name: Sudhir Tangri

Designation: Country General Manager

Signature: _____

