

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into between:


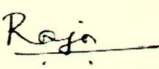
NATIONAL INSTITUTE OF TECHNOLOGY (NIT) DELHI, an academic organization of National Importance under the aegis of the Ministry of Education, Govt of India, established and existing under the laws of NIT Council with its address at Plot No. FA7, Zone P1, GT Karnal Road, Delhi-110036, INDIA ("Company"); and

Synopsys (India) EDA Software Pvt. Limited, a company with its address at RMS Infinity, Old Madras Road, Benniganahalli, Bengaluru- 560016 ("**Synopsys**").

The effective date of this MOU is the last date signed below ("**25 July 2023**") and the expiration date of this MOU is 3 Years ("**24 July 2026**").

In this MOU, Company and Synopsys are sometimes referred to individually as "**Party**" or collectively as "**Parties.**"

Company and Synopsys wish to record in writing their non-binding proposals regarding potential engagement(s), as described in the Schedule ("**Engagement**").

For and on behalf of the / Organization:	For and on behalf of Synopsys:
By:  25/07/23	By: 
Print Name: DIRECTOR, NIT DELHI	Print Name: Raja Subramaniam
Title: DIRECTOR	Title: VP, Synopsys India
Date: 25.07.2023	Date: [25 July 2023]

NOW IT IS HEREBY AGREED:

1. **Non-binding Nature:** The Schedule to this MOU and its contents are not legally binding. Except for the obligations in Sections 1 to 10, which are all legally binding, no contract for the Engagement will exist unless and until the authorized representatives of each Party sign a separate legally binding written agreement.
2. **Term and Termination:** This MOU will be effective on the Effective Date and will expire on the earlier of (a) the Expiration Date or (b) the date on which the Parties enter into a separate legally binding signed agreement relating to the Engagement. Either Party can, at any time for any reason and without any liability, end negotiations, or terminate this MOU immediately upon giving written notice to the other Party.
3. **Expenses:** Each Party is responsible for its own expenses in connection with all matters related to this MOU.
4. **Confidentiality and Public Announcement:**

4.1. The Parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one Party ("Disclosing Party") to provide documentation, technical and business information, in whatever form recorded ("Confidential Information") to the other Party ("Receiving Party"). For the avoidance of doubt, Synopsys' information related to its products licensed from Synopsys to Company shall be covered by the applicable separate license agreement between the parties. Information that is disclosed by Disclosing Party will be Confidential Information only if (i) disclosed in tangible form and conspicuously designated as "Confidential", (ii) disclosed orally or by electronic media without legend and identified at or prior to the time of disclosure as confidential, or (iii) any other nonpublic information which, by the nature of the circumstances surrounding the disclosure, should reasonably be understood by Receiving Party to be confidential. Confidential Information shall not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach of Receiving Party; (b) Receiving Party can demonstrate was rightfully in its possession prior to disclosure to Receiving Party by Disclosing Party; (c) is independently developed by Receiving Party without the use of or reference to Disclosing Party's Confidential Information; or (d) Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it. Receiving Party may disclose Confidential Information if required by any judicial or governmental order issued by a court or governmental agency having jurisdiction over the parties, provided that Receiving Party takes reasonable steps to first give Disclosing Party sufficient prior notice to contest or limit such order.

4.2. All Confidential Information provided or disclosed by Disclosing Party hereunder shall remain the property of the Disclosing Party and/or its licensors, and shall be held in confidence by the Receiving Party. The Receiving Party agrees that it will not disclose, publish, or disseminate the Disclosing Party's Confidential Information to anyone other than those of the Receiving Party's employees and professional advisors, who (i) have a need to know the Confidential Information in connection with the performance of this MOU and (ii) have executed a form of non-disclosure, employment or other agreement with Receiving Party which imposes a duty to maintain the confidentiality of Confidential Information consistent with this MOU. The Receiving Party agrees to use the Disclosing Party's Confidential Information solely for the purposes contemplated by this MOU and not otherwise for its own or any other party's benefit without the prior written approval, in each instance of the Disclosing

Party. The Receiving party undertakes to apply to all Confidential Information disclosed in accordance with this MOU at least the same degree of care with which it treats and protects its own proprietary information against public disclosure, any unauthorized use, publication, or dissemination of the Disclosing Party's Confidential Information, but no less than reasonable care. All such Confidential Information shall not be disclosed to any third party without the written consent of the Disclosing Party except as hereunder provided. Where such consent is granted disclosure shall only be made to a third party where such third party accepts similar obligations of confidence to those contained in this MOU.

4.3 Synopsys may disclose the Confidential Information of the Disclosing Party to employees of an Affiliate of Synopsys on a need to know basis and for purposes of performing the tasks allowed in the purpose. An "Affiliate" of Synopsys shall mean any entity that controls, is controlled by, or is under common control with such party. For the purpose of the foregoing "control" shall mean more than fifty percent (50%) ownership of assets or equity.

4.4 Upon expiration or termination of this MOU or upon the written request of a Disclosing Party, the Receiving Party shall return all Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within thirty (30) days in the event of an expiration or termination, or seven (7) business days of receipt of request, and confirm in writing that the Receiving Party has complied with such obligation, except that Receiving Party may retain a copy of such Confidential Information solely where required by law.

4.5 Neither Party shall issue any press release or otherwise publicize or disclose to any third party the existence or nature of this MOU without the prior written consent of the other Party.

4.6 NO WARRANTY. DISCLOSING PARTY WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO RECEIVING PARTY. ALL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE.

4.7 Notwithstanding any termination of the MOU in accordance with Section 2, Receiving Party's duty to protect Disclosing Party's Confidential Information expires five (5) years from the initial date of disclosure of such Confidential Information, except that Confidential Information consisting of source code, RTL, netlists, or other forms of data similar in character to the foregoing shall be held in confidence until one of the exclusions of Section 4.1 becomes applicable.

4.8 No Confidential Information, or any portion thereof, will be exported to any country in violation of the export laws and regulations of the United States government, or regulation of the European Union, or an individual Member State of the European Union that imposes on an exporter a burden equivalent to or greater than that imposed by the U.S. Bureau of Industry and Security. Each party shall inform the other party if the Confidential Information has higher export control requirements.

5. **License:** No license is granted under this MOU to either Party under any of the other Party's intellectual property rights.
6. **Nature of relationship:** The Parties are independent contractors, and no agency, partnership, franchise or joint venture is intended or created by this MOU. This MOU does not create an exclusive relationship between the Parties regarding the subject matter of this MOU.

7. **Entire Understanding:** This MOU constitutes the entire understanding between the Parties regarding its subject matter. Neither Party has relied on any statements or representations made by the other in connection with this MOU, which are not set out in this MOU.
8. **Exclusion of Liability:** Neither Party will have any liability whatsoever to the other Party under or in connection with this MOU or any Engagement, either in contract, tort or otherwise (including, without limitation, for negligence and misrepresentation), for: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of anticipated savings; (d) loss of reputation; (e) loss of, damage to or corruption of data; or (f) any indirect or consequential loss or damage howsoever arising. This exclusion of liability clause will not apply to any liability arising from breach of the obligations set out in Section 4 of this MOU.
9. **Governing Law & Dispute Resolution:**
- All disputes arising out of or related to this MOU, whether based on contract, tort, or any other legal or equitable theory, (a) will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of California without reference to conflict of laws principles, and (b) will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. Each party submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes.
10. **Language, Amendments and Severability:** This MOU will be executed in English and the English language original of this MOU will prevail over any translation of it into any other languages. No amendments to this MOU will be effective unless made in writing and signed by authorized representatives of each Party. If any provision or part of these Sections 1 to 10 is held invalid or unenforceable under applicable law, the provision or part will be modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the provision or part will be severed from this MOU.



SCHEDULE – PROPOSED ENGAGEMENT (Non-Binding)

Overview: NIT Delhi and Synopsys share the following understanding of the proposed Engagement.

This Schedule to the MOU and its contents are not legally binding. No contract for the Engagement will exist unless and until authorized representatives of each Party sign a separate legally binding written agreement. The Parties' proposed engagement is described as follows:

I. Key Contacts:

Role	Name	Contact Information
Synopsys Project Manager	Vikas Kamboj, Director, Application Engineering, Synopsys	+919632411399
NITDProject Authority	Head of the Department, Electronics and Communication Engineering Department, NIT Delhi	+911133861150 (O)

II. Proposed Areas of Collaboration

- (a) Joint research activities between NIT Delhi and Synopsys will be carried out based on the topics mutually agreed upon.
- (b) Both parties will jointly organize Faculty Development Programs/Workshops/Hacakthons etc for the respective beneficiaries.
- (c) SYNOPSIS may be actively involved in designing the syllabi/ curriculum of NIT Delhi to initiate stronger bonds of academic-industry relationship. Officials of SYNOPSIS may also be included in our Board of studies for fruitful academia-industry relationships.
- (d) Internship and Placement: B.Tech and M.Tech students of NIT Delhi will be allowed to participate in all internship and full time recruitment activities carried out by the HR's of Synopsys. Hiring of any kind will be done based on the Synopsys HR's terms and condition (Exam, Interviews etc). Shortlisted candidates will become a part of Synopsys as interns or full time employees.