

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is entered into on **03 January 2025** ("**Effective Date**"):

BY AND BETWEEN

THE NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT), whose headquarter is at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, an autonomous scientific society under the Ministry of Electronics & Information Technology, Government of India (hereafter referred to as **NIELIT**) of the **FIRST PART**;

AND

TATA ELECTRONICS PRIVATE LIMITED, a company established and existing under the laws of India with its address at No. 10 Jigani Industrial Area, Jigani, Bangalore 560 105, Karnataka, India, and its subsidiary **TATA SEMICONDUCTOR ASSEMBLY AND TEST PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at SY No. 61-67 and 75-88, Shigihalli Village survey No. 65/4 and 66 Parjenahalli, Vemgal Hobli, Vemgal, Kolar, Karnataka - 563102, India (hereafter referred to as "**Company**") of the **SECOND PART**;

NIELIT and the Company are hereinafter collectively referred to as the "**Parties**" and individually as "**Party**".

BACKGROUND:

- A. **NIELIT** is an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art areas.
- B. **Company** specializes in the testing and assembly of electronic components and systems, aiming to enhance the local manufacturing ecosystem in line with government initiatives like "Make in India".
- C. The Parties recognize the capabilities and resources of the other Party and wish to jointly undertake efforts to develop the skill ecosystem in India, focusing on youth training and educating the work force for Assembly, Testing, Marking and Packaging(ATMP) industry in India and collaborate in developing Advanced Packaging Technologies ("Purpose").
- D. For quality control of trained human manpower, the Company is in the process of establishing National Workforce Centre at IIT Guwahati. Parties agree that NIELIT and IIT Guwahati shall execute a separate memorandum of understanding on this objective.

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- E. Parties further agree that the activities of the Company under this MoU can be conducted either by the Company or any of the companies within the Tata Group.
- F. Based on mutual representations, the Parties have therefore now decided to record **their non-binding proposals** on the following terms and conditions which are set out herein below without prejudice to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF COLLABORATION

- 1.1. The scope of collaboration of this Memorandum of Understanding (MoU) is to outline the understanding of the Parties of their potential cooperation and collaboration on the said Purpose, and to facilitate further discussions, including but not limited to the following in relation to the Purpose:
 - a. enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party and the corresponding capabilities of each Party to support the achievement of such objectives.
 - b. setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties.
 - c. NIELIT, in collaboration with Company will develop comprehensive content for diploma and certification programs in Semiconductor ATMP.
 - d. NIELIT may create a program to educate and train students with deficiencies before they can start the diploma/degree program.
 - e. NIELIT will be undertaking workshops and seminars in Semiconductor ATMP nationwide which will focus on areas such as Advanced semiconductor packaging technology, electronic design automation (EDA), and other related fields.
 - f. Company may provide internship opportunities for eligible students of NIELIT.
- 1.2. The detailed Scope of Collaboration is set forth under **ANNEXURE 1** of this MoU and may be amended in writing upon mutual discussion between the Parties, from time to time.

2. PROPOSED MODE OF COLLABORATION

The purpose of collaboration is to create trained manpower for Semiconductor ATMP industries. For this document skilling is defined as follows: "Skilling" includes training students for certification, diploma and Undergraduate programs.

2.1. Infrastructure:

NIELIT will seek funding support from the Ministry of Electronics and Information Technology (MeitY) to meet the infrastructure requirements for Semiconductor ATMP at the proposed NIELIT locations.

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2.2. Conduct of training programs in Semiconductor ATMP:

NIELIT, and Company will collaboratively develop industry-standard educational and training programs, along with course content, in Semiconductor ATMP and related domains.

2.3. Joint Programmes:

- a) Parties will explore potential collaborations to promote and train candidates in Semiconductor ATMP through various skilling programs.
- b) Specific details will be developed by both parties, with NIELIT obtaining the necessary approvals from competent authorities based on mutually agreed terms and conditions.
- c) Eligible students of NIELIT of some certification programs, Diploma and BTech, may carry out hands on practical training at Company.

Parties mutually agree to collaborate to provide Semiconductor ATMP skilling in various centers of NIELIT. Skilling preference will be students from NIELIT institutions in Assam and northeast followed by the rest of the country.

3. TERM AND TERMINATION

3.1 The MoU shall be valid for a period of three (3) years from the Effective Date of this MoU.

3.2 The MoU may be extended by mutual agreement in writing and signed by all the Parties.

3.3 The MoU can be terminated by either Party giving the other Party, a prior written notice of not less than sixty (60) days of its intention to do so but without dishonouring any commitment entered into prior to the date of termination notice.

3.4 This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the Party concerned and which disabled any of the Parties hereto from functioning further.

3.5 Despite termination, the Parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

4. REPRESENTATIONS, ROLES AND RESPONSIBILITIES

4.1 Each Party warrants and represents to the other Party that:

- a. it has the power and authority to enter into this MoU and to comply with its terms;
- b. its entry into this MoU and the performance of its obligations under this MoU does not (and will not) breach any arrangement.

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- c. this MoU is executed by a duly authorised representative of each Party;
- d. it has and will maintain in force all permissions reasonably necessary for the performance of its obligations under this MoU;
- e. it will comply with all applicable laws and will undertake steps towards the collaboration set out in this MoU in a diligent, professional, and ethical manner using the highest applicable standards of care, expertise and skill and perform any other tasks that may be reasonably requested by either Party from time to time faithfully, competently, honestly and diligently;
- f. save as otherwise provided in this MoU, in connection to the matters contained in this MoU, it should act conscientiously and in good faith not make any promises, representations or warranties or guarantees without other Party's prior consent or otherwise incur any liability on behalf of the other Party, act in accordance with sound commercial principles and do nothing that could be prejudicial to the other Party's goodwill or commercial interests; and
- g. after the execution of this MoU, this MoU shall be the valid and binding obligations of the Parties, enforceable in accordance with its terms. [the MoU should not be legally binding and has to be subject to due diligence]

4.2 Roles and Responsibilities of NIELIT:

- a. Establishment of Semiconductor ATMP Skill Centers across various NIELIT locations in NE region.
- b. Development of diploma and skill development programs in collaboration with Company.
- c. Targeting specific youths and skilling them to meet the requirements of Company in hub and spoke model.

- d. Advertisement and Promotion of NIELIT/joint skilling programs:

The advertisement shall be released in print media, social media or through the NIELIT website so that the notification of the courses may reach to maximum people and ensure visibility. Additionally, communications may be sent to colleges, industries, Govt. departments, etc. in order to attract maximum participation.

- e. Assessment and Certification of NIELIT/joint skilling programs:

The assessment shall be done by either of the Parties for all the degrees and courses based on the online examination and practical examination/project of the candidates as per the norms set by NIELIT. Based on the category of the courses the certificate shall be issued by NIELIT.

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4.3 Roles and Responsibilities of the Company:

- a. Company will provide the necessary technical support and guidance to create content/ curriculum of the courses and faculty training.
- b. Company will provide technical knowhow and support to NIELIT to setup the ATMP Skill centres in NE region.

5. FINANCIAL ASPECTS

- a. The financial aspects of joint R & D projects, industry consultancy, joint skilling programs, etc. will be separately worked out on mutual understanding and finalized with the approval of competent authorities of respective organizations.
- b. Financial support for the proposed center will be sought from the Central Government of India and the Government of Assam. NIELIT will lead and facilitate discussions with both the Central Government and the Government of Assam.
- c. Each Party will be responsible for its own costs and expenses individually incurred in connection with this MoU, including, without limitation, the performance of any and all duties or obligations set forth herein.

6. COMMUNICATION BETWEEN THE PARTIES

Any communication or notice shall be addressed to the contacts of the respective Parties in writing and sent to the registered address/e-mails of the Parties concerned.

NIELIT	dq@nielit.gov.in
COMPANY	ranjan.b@tataelectronics.co.in

7. EXCLUSIVITY

This MoU is non-exclusive in nature. Nothing in this MoU restricts either Party from collaborating or entering into any agreement or arrangement with any third party or parties relating to matters within the scope of this MoU or any other matter.

8. CONFIDENTIAL INFORMATION

- 8.1 Any commercial, academic, technical, financial or other information of a confidential nature received or obtained by one Party (the "**Receiving Party**") in any form or medium from the other Party (the "**Disclosing Party**") is confidential in nature, including but not limited to (i) the subject matter of this MoU, (ii) the academic and business model of the Parties, (iii) all discussions between the Parties regarding the transactions contemplated by this MoU, (iv) any information which is not independently developed or learned by Receiving Party, (v) any

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information concerning Intellectual Property (as defined hereinafter), proprietary technique including without limitation, products, software, technologies, technical and business strategies, marketing, pricing and other strategies, trade secrets, designs, software, codes, documentation and/or policies of either Party as well as any such information not generally known to third parties or received from others, or an information disclosed and specifically marked to be in confidence by the Disclosing Party or otherwise to which either Party has or gains access to at any time during the Term of this Agreement or which is available to either Party, directly or indirectly shall be treated as strictly confidential (the "**Confidential Information**") and shall not be disclosed to any third party without the prior written consent of the Disclosing Party.

- 8.2 Information shall not be deemed to be Confidential Information if it is:
- a. publicly available prior to the Effective Date of this MoU or is made publicly available without Receiving Party's breach of confidentiality obligations under this MoU;
 - b. already in Receiving Party's possession and was lawfully received by it from sources other than Disclosing Party without being under confidentiality obligation;
 - c. rightfully received by Receiving Party from a third party without accompanying confidentiality obligations; or
 - d. independently developed by Receiving Party having no connection with the Confidential Information.
- 8.3 Receiving Party may share Confidential Information of the Disclosing Party with its employees, officers, professional advisors ("**Representatives**") on a need-to-know basis provided that such Representatives are bound by confidentiality obligations at least as stringent as the obligations under this MoU. The Receiving Party shall continue to be liable to the Disclosing Party for any breach of confidentiality obligations by their Representatives.
- 8.4 The Receiving Party shall maintain strict confidence of the Confidential Information received by it and shall not disclose it to any third party or use it for purposes other than for performance of obligations under this MoU. The Receiving Party shall take all reasonable measures to prevent the unauthorized disclosure of the Confidential Information it received from the Disclosing Party. Receiving Party shall notify Disclosing Party in writing immediately upon discovery of any unauthorized use or disclosure of any Confidential Information, or any other breach of this MoU, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information or program materials and prevent their further unauthorized use.
- 8.5 The Receiving Party hereby agrees that the Confidential Information shared by the Disclosing Party shall be the sole property of the Disclosing Party.
- 8.6 At Disclosing Party's written request, Receiving Party shall promptly return all originals, copies, reproductions and summaries of Confidential Information, at Disclosing Party's option, and certify the return of the same in writing. The Receiving Party shall not retain any copies of the Confidential Information of the Disclosing Party.

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- 8.7 On termination or expiry of this MoU, Receiving Party shall immediately cease the use of the Confidential Information, including without limitation, the Intellectual Property of the Disclosing Party.
- 8.8 Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the other Party's Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. Intellectual Property

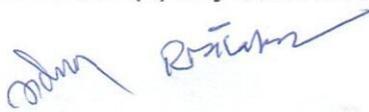
- 9.1 All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MoU will continue to be owned by that party.
- 9.2 All intellectual property rights made available by one party to the other in connection with this MoU, or otherwise, shall remain the sole property of and vest in the respective parties.
- 9.3 Neither Party will gain, by virtue of this MoU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party.
- 9.4 The rights provided under this clause shall expire upon the termination or expiry of this MoU.

10. JOINT PUBLIC RELATIONS ACTIVITIES

The Parties may participate in press and public relations-type activities related to the benefits and their use of technology associated with this MoU, including: (a) press and social media activities (e.g., press releases, blog posts, and/or social media posts); (b) case study and/or storytelling; (c) industry events. All press and other public communications related to this MoU, including those related to the existence or content of this MoU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing.

11. RELATIONSHIP OF THE PARTIES

Nothing in this MoU is intended to establish or create, and shall not establish or create a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MoU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.



12. FORCE MAJEURE

Neither Party to this MoU shall be liable to the other Party for any delay or failure on its part in performing any of its obligations under this MoU resulting from any cause beyond its responsible control, including but not limited to strikes, riots, civil commotion, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action, pandemic, epidemic, court orders in rem, etc ("**Force Majeure Event**"). A Party claiming Force Majeure Event must provide the other Party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure Event. If the delay lasts more than ninety (90) days, either Party may terminate this MoU upon written notice to the other Party.

13. SEVERABILITY

If any provision of this MoU is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this MoU shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof.

14. WAIVER

The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will otherwise remain in full force and effect.

15. GOVERNING LAW

This MoU will be governed by the laws of India, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of Guwahati for any disputes arising under or in connection with this MoU.

16. 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 damages howsoever arising. This exclusion of liability clause will not apply to any liability arising from breach of the obligations set out in Section 8, of this MoU.

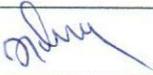
17. LANGUAGE AND AMENDMENTS

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

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amendments to this MoU will be effective unless made in writing and signed by authorized representatives of each Party.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as below:

	NIELIT	COMPANY
Signature		
Name	Prof. Madan Mohan Tripathi	Dr. Randhir Thakur
Designation	DG NIELIT and Vice Chancellor NIELIT Deemed to be University	MD & CEO Tata Electronics Private Limited
Date	02.01.2025	



ANNEXURE 1

FRAMEWORK OF COLLABORATION:

- (1) The purpose of this collaboration is to train students in skilling activities (as defined article 2) to meet the demand of human capital for ATMP industries in India. And to perform research and develop Advanced Semiconductor Packaging technologies and produce Diplomas and graduates for supporting the Indian Electronics industries.
- (2) NIELIT in collaboration with the Company, will develop the curriculum for skilling activities.
- (3) For diploma students, NIELIT will assure that the students admitted in the diploma program have proficiency in English and basic IT skills (e.g. Use of word file and Spread sheet etc.). For the benefit of public at large, NIELIT may create a program to educate and train students before they can start diploma program.
- (4) NIELIT will also plan to develop courses in Local Languages (Assamese, Hindi and others).
- (5) For BE students of NIELIT, the curriculum will be developed keeping in mind that students from electrical engineering, mechanical engineering, materials science and engineering, chemical engineering, computer engineering and computer science can have the opportunity to work for ATMP industry in India.
- (6) For BTech/ MTech program, there must be some courses in supply-chain (taught by MBA faculty) offered to the students.
- (7) The BTech program will be developed keeping in mind the emerging role of artificial intelligence in manufacturing as well the important role of automation.
- (8) In selecting the students, preference will be given to students from Assam and other states of Northeast. Other states should be included when no one is available from Assam as well as North-East states of India.