

Office of Dean (AA&IR)
IIT Kharagpur

Dt: 31.05.2007

Enclosed please find a copy of the MOU between IIT Kharagpur and Santech Communication Pvt. Ltd., Kolkata, duly signed by Competent Authority of IIT Kharagpur.

Registrar may kindly take necessary action in this regard.

Encl: As stated

Ajay Chakrabarty
(Ajay Chakrabarty)
Dean (AA & IR)

o/c

REGISTRAR

SPONSORED RESEARCH & INDUSTRIAL CONSULTANCY
IIT KHARAGPUR

No. : IIT/SRIC/DEAN/2007
April 16, 2007

Enclosed please find, in original, the Memorandum of Understanding signed by our Institute and Santech Communication Pvt. Ltd., Kolkata for your kind perusal and record.

Enclo : As stated



(Partha P. Chakrabarti)
Dean (SRIC)

DEAN (ALUMNI AFFAIRS & INTERNATIONAL RELATIONS)



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Memorandum of Understanding

“SANTECH - IIT Kharagpur Research Initiative”

This Memorandum of Understanding (hereinafter referred to as “MOU”) made and entered into on this 13th day of January, two thousand and seven by and between the following two entities, collectively referred to as “Parties” and each referred to individually as “Party”:

1. **Indian Institute of Technology, Kharagpur**, (hereinafter referred to as IITKGP), an educational and research institution established under the Indian Institute of Technology (Kharagpur) Act, 1956 of Parliament of Republic of India, having its office at IIT Kharagpur, West-Bengal, 721302, which expression, unless otherwise repugnant to the context and meaning thereof, shall mean and include its successors in interest and assigns and represented by its representatives, of the **first part**.
2. **Santech Communication Pvt. Ltd. Kolkata**, (hereinafter referred to as Santech), a company incorporated in India, which expression, unless otherwise repugnant to the context and meaning thereof, shall mean and include its successors in interest and assigns and represented by its authorized representative, of the **second part**.

Santech and **IITKGP** intend to begin a collaborative research initiative primarily with the G. S Sanyal School of Telecommunications and other related departments and centres at IITKGP, hereinafter referred to as “**SANTECH - IIT Kharagpur Research Initiative**” or “**initiative**”. This initiative will mainly focus in R & D of Information and



2009 7/27/2009

20

12, 21, 22, 23, 24
25, 26, 27

10/10/09
[Signature]



Communication Technology. The following three major thrust areas have been identified by **Santech**.

1. R & D outsourcing activities for telecom giants of the world like CISCO, Nortel, Jupiter, AT & T who will have there R & D outsourcing in Santech Communication Inc. where a dedicated telecom lab will be provided under distributed environment.
2. Consulting Activities to all R & D outsourcing companies who will be stationed in Santech Park of Santech Communication Inc.
3. Santech Silicon Valley's convergence switch R & D will be also done in this SANSILV.
4. The R & D work of convergent switch of Santech Communication Inc. will also be done in Santech Park.

WHEREAS the parent organization of Santech, namely (Santech Communication Inc., CL-35, Salt Lake, Sector II, Kolkata - 700091) possesses knowledge and intellectual property in the specialized area of Telecommunications including convergence switches and Santech is planning to set up major industry incubation and technology development facilities in and around Kolkata, India. They have approached IITKGP with a proposal to explore possibility of looking for joint collaborative research opportunities leading to the development of convergence switches and allied products there of and consultancy primarily with the G. S Sanyal School of Telecommunications and other related departments and centers at IITKGP. Santech and IITKGP consider it mutually beneficial to enter into an enabling MOU so that R & D collaboration work can take place in project mode.

Objectives:

IITKGP and Santech will work together in the following areas, each in project mode:

- Santech plans to fund joint R&D projects with IITKGP with the objective of generating state-of-the art technology resulting in jointly creating intellectual property. In this connection, the first R&D project proposal (Proposal 1) is enclosed for approval with this MOU.
- Santech plans to involve IITKGP faculty members as consultants in the development of its Kolkata Incubation Centre.
- Jointly formulate and submit R&D or Consultancy projects to various industries, R&D organizations and government funding agencies. These proposals will be jointly formulated and submitted.
- Consider various other technical collaborations for mutual benefit from time to time.
- Santech will provide special facilities initially and explain the core concept of the envisaged technology to both the Santech and IIT teams after signing of this document.

In all the above cases separate project specific agreements will be signed to define clearly the roles, responsibilities, and financial aspects of respective parties.

Payment

The projects to be undertaken under this agreement will be exclusively funded by Santech that is to be complemented by space and other infrastructure, utilities which is contingent upon the process of R & D works, which will be evaluated quality and other resources of IITKGP as available from time to time. All payments towards the research grant will be made by Santech to IITKGP as per schedule contained in individual projects approved by them.

Santech commits a minimum grant of Rs. 1,00,00,000/- (Rupees one crore) over a period of five years to IITKGP under this agreement towards the first project titled '**Design and Development of a Telecom Convergence Switch**'. Funds will be released on annual basis full or in installments through a demand draft favoring IIT Kharagpur and payable at Kharagpur and the year's budgetary fund will be released at the beginning of each year except the first year. The first year's fund will be released in the following schedule: The first installment of Rs. 10,00,000/- will be released on signing of this MOU. The remaining amount of Rs. 8,00,000/- will be released before the completion of six months from the date of signing of this MOU.

Review of progress:

IITKGP will submit a quarterly progress report to Santech.

Contact persons

Point of contact for IIT Kharagpur :

Chairman
GS Sanyal School of Telecommunications,
IIT Kharagpur, PIN-721302, W. B.
Ph: 03222-283900

Point of contact at Santech:

Dr. Santosh Mukherjee
Santech Communication Inc.
CL- 35, Salt Lake, Sector II
Kolkata 700091

IITKGP will assign one faculty member as Principal Investigator for each project and at least one co-principal investigator.

Principal Investigator and Co-principal Investigators for the first project titled'
Design and Development of a Telecom Convergence Switch ':

Principal Investigator:

Prof. S. Chakrabarti,
Chairman, G. S. Sanyal School of Telecommunications, IIT Kharagpur



Co-principal Investigators:

Prof. R. V. Raja Kumar, Dept. of E & ECE, IIT Kharagpur
Prof. D. Datta, Dept. of E & ECE, IIT Kharagpur
Prof. S. S. Pathak, Dept. of E & ECE, IIT Kharagpur
Prof. S. Kal, Dept. of E & ECE, IIT Kharagpur
Prof. R. Roy, Dept. of E & ECE, IIT Kharagpur
Prof. S. K. Ghosh, School of Information Technology, IIT Kharagpur
Ms. J. Ratnam, G. S. Sanyal School of Telecommunications, IIT Kharagpur
Other interested faculty members may be included as and when necessary.

Infrastructure to be made available in the GS Sanyal School of Telecommunications, IIT Kharagpur towards the first Project:

A laboratory space of about 300 sq. ft, fully air-conditioned, connected to the Institute (Gigabit) LAN and equipped with cubicles for housing the manpower with adequate computational facilities.

IPR:

Intellectual Properties (IPR) which are in possession of Santech prior to this agreement or to be acquired outside the collaborative project with IITKGP will remain the exclusive property of Santech. Intellectual Properties which are in possession of IITKGP prior to this agreement or to be acquired outside the collaborative project with Santech will remain the exclusive property of IITKGP.

Intellectual Property/ies that may come about in the course of execution of collaborative project(s) between Santech and IITKGP will be the joint property of Santech and IITKGP unless otherwise mentioned clearly in project specific agreement. In such cases, all IPR including patents and other IPR will be filed in the name of IITKGP and Santech as joint applicants and Dr. Santosh Mukherjee and his team and the involved researchers of IIT Kharagpur as inventors. Both Santech and IITKGP will be able to individually carry out internal R&D using the IPR. The IPR may be exploited by Santech or IITKGP in consultation with the other. Exploitation may be in the form of licensing or selling of the IPR. In each case, the details of revenue sharing will be spelt out separately in project specific agreements. In case there is no such prior agreement, the sharing shall be in the ratio of 50-50.

Expenses towards filing of domestic and international patent up to US\$5000 will be met from the grant to be received from Santech for the initiative and expenses beyond this amount will be separately funded by Santech unless otherwise mentioned in project specific agreements.

Sharing of Royalty/ License fees

1. The sharing of revenue between **Santech** and IITKGP **for use of the Intellectual Property** to be created out of projects under this agreement under various scenario is as under:

- i. Use of the IP, directly originating from the initiative, by Santech for in-house manufacturing: 5% of the revenue is to be paid to IITKGP by Santech irrespective of any other conditions/circumstances.
- ii. Use of the IP resulting from further development on any of the technologies developed out of the initiative by Santech either on its own or with involvement of a third party: 2.5% of the revenue is to be paid to IITKGP by Santech.
- iii. In case of licensing of the "Technology", directly originating from the initiative, to third party/parties: 20% of proceeds out of such licensing is to be shared by IITKGP and the balance 80% will be shared by Santech.
- iv. Licensing of technology originating from the initiative and further developed by Santech either on its own or with the involvement of any third party/parties: 10% of the revenue of such licensing is to be paid to IITKGP by Santech.
- v. In case of extension of the IP for creation of further knowledge / Technologies by either party the ratio of revenue sharing is to be mutually agreed separately.

Confidentiality and publication of results:

Santech and IITKGP agree to hold PROPRIETARY INFORMATION in confidence and to protect it against disclosure to the public and third parties. Accordingly, SANTECH and IITKGP shall employ protective measures fully commensurate with those used by Santech to protect Santech's own trade secrets and other confidential information from disclosure to the public and to third parties, but in no event less than the ordinary degree of care required by law to preserve the secrecy of information that under such law is deemed confidential.

PROPRIETARY INFORMATION for the purposes of this AGREEMENT shall include all data, samples, discoveries, inventions, technical information, reports, know-how and other information related to and disclosed by IITKGP to Santech and by Santech to IITKGP in any form of written materials

SANTECH and IITKGP agree to use PROPRIETARY INFORMATION only for PROJECT during the TERM of the PROJECT.

SANTECH and IITKGP agree not to copy, reproduce or otherwise reduce to writing any part of PROPRIETARY INFORMATION except and only as may be reasonably necessary for PROJECT.

INFORMATION disclosed by IITKGP to Santech in the form of results of the study / research originating from the projects under this agreement shall be treated as confidential and should not be shared with any third party without the expressed permission of IITKGP.

IITKGP will be free to publish research results out of these projects that do not contain proprietary information. In case it contains proprietary information IITKGP will submit a

copy of such thesis, papers etc. to Santech for examination, comments and approval. Santech shall not unreasonably withhold its consent to such publication and/or RESULTS pursuant to the non-disclosure conditions hereof, and shall send its comments, suggestion etc. within a period of one month from the date of its receipt.

Duration/ Term of the MOU:

The Memorandum shall be valid for the period of five years from the date of signing unless extended mutually in writing.

Termination:

The parties herein shall have the option to rescind / terminate this MOU by giving one month's notice to the other in writing if there is failure or default by either party other than on force majeure grounds.

Both parties may terminate this MOU after giving a notice to the other party with a minimum notice period of three months.

Other terms of the MOU:

All disputes or differences whatsoever arising between the parties hereto out of or relating to this MOU shall be settled mutually by the Dean (SRIC) or his authorized agent and Executive Director, SANTECH or his authorized agent. If the issue still remains unsettled it shall be referred to and settled by an Arbitrator appointed by the parties under Indian Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be final and binding on the parties. The venue of arbitration shall be at Kolkata and the courts in Kolkata will alone have the jurisdiction to try any proceedings arising out of the arbitration.

CHANGES/AMENDMENT

No change can be made to this MOU without written consent and duly signed by both the Parties. Additions, deletions and/or alterations to this MOU may be effected with the written MOU of all the Parties to this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MOU, and be deemed to be part of this MOU.

Any party should not utilize this MOU or any content thereof for any other purpose except facilitating successful implementation of this project.

FORCE MAJEURE

Any delay or failure of either Party to perform its obligations hereunder shall be excused if any and to the extent that it is caused by and event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as, by way of example and not



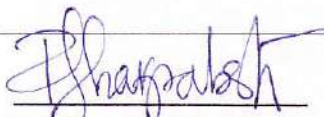
by way of limitation, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, insurgency, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected Party to the other Party within ten (10) days. If requested by either Party, the other Party shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days, the requesting Party may, by written notice to the other Party, immediately cancel this Agreement without liability.

IN WITNESS WHEREOF both the parties hereto set their hands and signed the agreement on the day, month and year mentioned above.

For and on behalf of
IIT Kharagpur

For and on behalf of
Santech Communication Inc.
C1 35, Salt Lake, Sector 2,
Kolkata - 700091

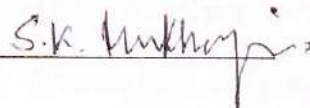
By:



Prof. Partha P Chakrabarti
Dean

Sponsored Dean - CSRI
I.I.T. Kharagpur - 721302, India

By:



13/01/07.

SANTECH

WITNESS:

1. Saswat Chakrabarti

2. R. V. Rajakumar

1. Sayak Mukherjee

3. Debasish Datta

4. S. S. Pathak

2. Abhijit Chakraborty

5. Santiram Kal

6. Rajarshi Roy

3. Arpita Seal

7. Soumya K. Ghosh

8. Jayashree Ratnam

4. Partho Pratim Ghosh

5. Sandeep Roy