

合約編號

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新唐科技

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BMS College of Engineering

MEMORANDUM OF UNDERSTANDING

on

Nuvoton Academic Program

Introduction

1. This Memorandum of Understanding ("MOU") is entered into between Nuvoton Technology Corporation, located in No. 4, Creation Road III, Hsinchu Science Park, HsinChu, Taiwan, R.O.C., ("Nuvoton") and BMS College of Engineering, P. O. Box No.: 1908, Bull Temple Road, Bangalore-560 019, Karnataka, India ("BMSCE").

Objective

2. The objective of this MOU is to carry out "Nuvoton Academic Program" ("Program") of enabling educational use of the latest 32-bit ARM Cortex™-M0 microcontroller technology in universities courses, labs, student projects, and academic research.

Scope of Cooperation

3. Nuvoton will provide 20 sets of NuMicro Cortex™-M0 Nu-LB-NUC140 learning boards free of charge to promote NuMicro Cortex™-M0 product and technology.
4. If additional Nu-LB-NUC140 learning boards are required for educational purpose, Nuvoton offers 50% discount price for BMSCE. The procurement has to be reviewed by Nuvoton Academic Program manager to make sure if it conforms to the defined purpose.
5. Nuvoton will support with boards support package, teaching material and sample codes related to NuMicro Cortex™-M0 Nu-LB-NUC140 learning board.
6. BMSCE will setup a NuMicro Cortex™-M0 microcontroller lab with 20 sets of NuMicro Cortex™-M0 Nu-LB-NUC140 learning boards. This lab will be used for microcontroller and embedded system research and classroom teaching purpose by students and faculty members of BMSCE.
7. The above learning boards shall be used for the purpose of education, student projects, and academic research only. BMSCE shall not sell them to others without Nuvoton's consent.
8. BMSCE will update on research projects taken up in lab using NuMicro Cortex™-M0 Nu-LB-NUC140 learning boards on quarterly basis.
9. BMSCE will send minimum 5 projects videos of the projects done on NuMicro Cortex™-M0 Nu-LB-NUC140 learning board on semester basis.
10. BMSCE will prepare a NuMicro Cortex™-M0 microcontroller lab name board for each lab and stick it in lab.

11. Harish V. Mekali, Assistant Professor of BMSCE will be responsible for the conduct of this Program.

Confidentiality

This paragraph is legally binding.

BMSCE shall keep confidential all information received or created in the course of this MOU.

The obligation of confidentiality shall apply to all persons who are or have been: (a) employed by or involved in the governance of BMSCE; (b) participated in the Program; or (c) otherwise associated with BMSCE. BMSCE may disclose information to aforementioned persons who have a need to know such information for the purposes of the activities envisaged by this MOU, and BMSCE shall ensure to whom it discloses Nuvoton's information comply with this confidentiality obligation.

If BMSCE intends to use, disclose or transfer information received or created in the course of this MOU for any purpose other than those stated herein, it must obtain the prior written and specific consent of Nuvoton. In the event that BMSCE is required to disclose any information received in order to comply with its obligation under its national law or by a court order, it will provide, wherever possible, at least fifteen working days advance written notice to Nuvoton prior to its disclosure stating the reasons thereof. If Nuvoton objects to its disclosure or transfer, then BMSCE will make reasonable efforts to resist the disclosure or transfer of the information.

The details of this MOU are confidential between two parties, but the existence of the relationship itself will be public knowledge.

Intellectual Property

This paragraph is legally binding.

Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this MOU ("Pre-existing Materials"). No license or other permission to use any Pre-existing Materials is granted or implied by this MOU or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.

The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship

and activities contemplated by this MOU. The parties agree that ownership of any such proprietary materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole or joint ownership of any such proprietary materials to one or more parties to this agreement or any of their individual employees or representatives, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party.

The parties acknowledge that the activities of any other individual employees or representatives shall be subject to the intellectual property policies of their respective institutions.

Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression. Any manuscripts or other potential publications or distributions resulting from joint research carried out in the course of this MOU must be reviewed and approved by Nuvoton before submitted to any third party.

Governing Law

This paragraph is legally binding.

This MOU shall be governed by and construed in accordance with the laws of Republic of China. Any dispute arising under or relating to this MOU shall be resolved in the court of Hsinchu District Court of Republic of China, and the parties hereby expressly consent to this exclusive jurisdiction.

General

This MOU shall have a term of 2 years from 2014/09/01.

Based on quarterly report Nuvoton will do evaluation every 6 month, if BMSCE fail to fulfill the scope of cooperation, Nuvoton may terminate this MoU by a thirty day prior notice and BMSCE will have to return **20** sets of NuMicro Cortex™-M0 Nu-LB-NUC140 learning boards.

[End of MOU]

IN WITNESS WHEREOF the parties have caused this MOU to be signed by their duly authorized representative:

Nuvoton Technology Corporation



By:

Name: Hsiang-Yun Fan

Title: Vice President

Date: MAY - 9 2014

BMS College of Engineering

By:

Name: Dr. K Mallikharjuna Babu

Title: Head of Institute

Date: 21 - MAY - 2014

By:

Name: Mr. Harish V. Mekali

Title: Principal Coordinator: Assistant Professor

Date: 21 - MAY - 2014