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100

Certificate of Stamp Duty

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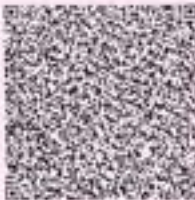
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Serial No.: 21743/2021

Date: 27-9-2021

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## Warning



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# Memorandum of Understanding

BETWEEN

SYSTEM LEVEL SOLUTIONS (INDIA) PRIVATE LIMITED

AND

G H PATEL COLLEGE OF ENGINEERING & TECHNOLOGY



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This Memorandum of Understanding ("MoU") is made and in effect from 27<sup>th</sup> Sep, 2024 (hereinafter referred as "Effective Date")

**BETWEEN**

**SYSTEM LEVEL SOLUTIONS (INDIA) PRIVATE LIMITED**, an organization registered under laws of India, having principal address at Plot 32, Zone D/4, Phase – I, GIDC Estate, V.U. Nagar – 388121, Gujarat (hereinafter referred as "SLS")

**AND**

**G H PATEL COLLEGE OF ENGINEERING & TECHNOLOGY**, an educational institute registered under laws of India, having principal address at Bakrol Rd, Bakrol, Vallabh Vidyanagar, Anand, Gujarat 388120 (hereinafter referred as "GCET")

("SLS" and "GCET" shall hereinafter referred to as individually as a "Party" and collectively as "Parties").

## Introduction

- SLS is a research, design, development and manufacturing organization offering enterprise class software and hardware covering applications for web, mobile, cloud, security, test and IoT for aerospace, agriculture, defence, education, energy, financial, health care, manufacturing, telecommunications and transport industries. SLS is offering solutions in FPGA (System Hardware), Embedded, PCB, Software, Mechanical and Product design having in house manufacturing and QA capabilities. SLS is serving in the industries from past 20 years and have an experienced engineering team to excel design and development of the product through innovation from concept to realization.
- GCET is a constituent college of Charutar Vidya Mandal University, premier self-finance institute of state established in 1996. GCET is one of the premier Engineering Institutes of Gujarat State. According to the latest Times Engineering survey, GCET ranks 49th position among best private engineering institute in India. Institute started with two undergraduate programmes – Chemical Engineering and Information Technology – with an intake of 60 each and currently running eight (08) undergraduate and the nine (09) postgraduate programmes with a total annual intake of over 700 students.

## Scope

The scope of this MoU is

- To collaborate for improved research and development in the field of Machine Learning and Artificial Intelligence ("AI-ML")
- To come up with practical products which will solve the real life problems in the domain of AI-ML
- Setup up Center of Excellence ("CoE")

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## Activities and Obligations of SLS

During the term of this MoU, SLS shall

- provide the specification related to AI-ML project
- allow access to hardware & software development kits, reference boards, design collaterals, test & debugging equipment
- provide mutually agreed SLS products and its documentation for setting up the CoE
- promote related to this MoU on online platform for marketing purpose
- have no obligation
  - for its expenses related to this MoU
  - to provide any compensation or claim in the event of damages or injuries to GCET Personnel while working in SLS facility
  - to participate in any activities related to CoE such as seminars, course definition, lectures, presentation, Webinars, STTP etc.
  - to provide training, internship and industrial visit to the students or faculty members for CoE activity
  - to commit on arranging interviews or hire the students having CoE certificates

## Activities and Obligations of GCET

During the term of this MoU, GCET shall

- understand the specification and define a team of professors ("Personnel") for the project
- allow Personnel to work in SLS premises
- arrange the meetings with SLS team members and work as per the schedule define
- keep the work assigned confidential and shall not disclose to Third Party without SLS approval
- make arrangement for required infrastructure, lecturers, course definition for CoE
- provide mutually decide the list of SLS products required for CoE
- have no obligation
  - for any compensation or claim in the event of damages or injuries to GCET Personnel while working in SLS facility
  - for promotion of engagement on online platforms by SLS

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### Term and Termination

- This MoU shall become effective upon signature by the authorized officials from both Parties and will remain in effect until modified by mutual consent or terminated by either Parties.
- Either Party can terminate this MoU by written notice ("Termination Notice") to other Party before thirty (30) days.
- On receipt of Termination Notice or termination of this MoU,
  - SLS shall not share any new specification,
  - GCET Personnel shall submit all related work carried out under this MoU to SLS
  - GCET Personnel shall not disclose any information related to work carried out under this MoU to any Third Party for the period of Three (3) years.

### Governing Law

This MoU shall be construed in accordance with the laws of India.

### Assignments

Neither Party may assign or transfer the responsibility or MoU made herein without the prior written consent of the other Party.

### Intellectual Property (IP) Rights

Rights related to any background IP provided by SLS is owned by SLS and regarding Publications, Patents, Royalty, Ownership or such other IP Rights of software/ design/ product developed under the scope of this MoU, shall be decided by the two parties by mutual consent in writing.

### Miscellaneous

Both Parties shall not, during the term of this MoU, directly or indirectly, solicit or offer employment or engagement to any of the personnel of other Party without the prior consent in writing of that other Party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, power, and privileges herein provided are cumulative and not exclusive of any right, remedies, powers, and privileges provided by law.

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**Amendment**

Either Party can amend the MoU by written notice to other Party before thirty (30) days and agreed by both Parties.

**Address of Parties and Communications**

All notices and other communications required or permitted under this MoU shall be deemed to be properly given when given in writing and sent by registered post or by facsimile and confirmed by mail, postage prepaid, to the designated party at the addresses stated in preamble section.

In witness whereof Parties hereto have signed this Memorandum of Understanding on the date and year as mentioned in Effective Date.

**System Level Solutions (India) Private Limited**

Signature:

Name:

Title:

Tejas  
23/9/21

TEJAS VACHHELA

CTO & DIRECTOR



**G H Patel College of Engineering & Technology (GCET)**

Signature:

Name:

Title:

[Signature]

27/9/21

Hiranshu D. Soni

Principal, GCET

**NOTARY**

Reg. No. 21743/2021

Date: 27-9-2021

Solemnly Affirm by the Deponent on oath

[Signature]  
**Hiren N. Thaker**  
Notary (Govt. Gujarat)

**HIREN N. THAKER**  
Advocate-Notary  
"Drashti" Opp. Saurashtra Colony,  
Mota Gezer, Valsabh Vidyanagar  
Dist. Anand, Gujarat, India  
Mo. : 94284 03536

No Responsibility is Acceded  
by Me NOTARY For The  
Contents of this Document