

Memorandum of Understanding (MOU)

Between

Saranathan College of Engineering

and

Zentron Labs Pvt Ltd

for the establishment of

Zentron Development Center

and

Zentron Labs - SCE Center of Excellence for Industrial Software and
Systems

This **Memorandum of Understanding** (MOU) entered into on 21/12/2020 by and between

Saranathan College of Engineering, Venkateswara Nagar, Panjappur, Tiruchirapalli - 620012, Tamil Nadu, the First Party, represented herein by **Dr. D. Valavan/Principal**, hereafter called **SCE**

and

Zentron Labs Pvt Ltd, PSS Plaza New Thippasandra Main Rd, Bengaluru, Karnataka 560075, the Second Party, represented herein by R. Krishnan, Founder & CEO, hereinafter called **Zentron**

WHEREAS

As a company, Zentron is involved in the design, development and production of high-tech industrial products in the area of manufacturing quality and Agritech. Zentron's vision is to become a world-class company from India, known for innovation, progress and business-excellence. Zentron possesses strong experience in multi-disciplinary product development, LabView, electronics and embedded systems and has a rich set of ideas for new products and engineering methods. Zentron has on its rolls, several alumni from Saranathan College of Engineering (SCE), recruited over a period of 5 years. Having been educated by SCE in good engineering and LabView skills, they have been nurtured to become a critical part of Zentron's team and involved deeply in product development.

WHEREAS

As an institution, SCE's mission is to deliver engineering training to the students with well-equipped Laboratories and convert them into technocrats of international repute. SCE has well established UG and PG programs in key engineering subjects, training programs, technology infrastructure and keenness to collaborate with the industry.

WHEREAS

Considering these as the background, the following are the motivation:

- A. SCE and Zentron are interested in establishing a Centre of Excellence (CoE) in Industrial Software and Systems where Zentron and SCE can collaboratively work, for mutual benefit in areas of common interest, on advancing engineering methods and research.
- B. Zentron and SCE believe that such cooperation through this CoE, can promote optimal use and advancement of their respective knowledge, experience and human resources thus providing each of them with new and improved opportunities for learning
- C. Zentron is interested in establishing a development center at SCE. SCE is interested in establishing and encouraging a "start-up incubation centre" in their campus and believe that it can lead to a vibrant environment of innovation in engineering, in their campus.

- D. SCE is interested in finding viable solutions to those real-life engineering challenges that Zentron has experience in and access to.
- E. Both Zentron and SCE believe that such a collaboration can lead to creation of expertise as well as solutions that can form components of a technology platform for industrial software and systems.
- F. SCE believes that this cooperation will serve as a fore runner and a pilot for incubation and innovation within the campus.

THEREFORE, IN CONSIDERATION OF THE MUTUAL EXPECTATIONS SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS

- A. Zentron and SCE will set up a CoE for Industrial Software and Systems where collaborative projects will be undertaken. The CoE is not a legal entity, but is a notional entity for such collaborative work. Projects will be defined and undertaken based on mutual discussion. Zentron staff and dedicated SCE staff may be fully or partially appointed to such projects. In addition, both parties may mutually decide to recruit staff dedicated fully for such CoE projects. Interns (students and/or faculty) may also be allocated to the CoE projects after evaluation and based on mutual discussion. Such projects are expected to provide focus and direction, to the faculty members as well as the student interns involved in the CoE, in goal-oriented, time-bound and industry centric deliverables. It will additionally provide a platform for faculty to get exposed to real-life challenges in the industry and thus continually orient and adapt themselves to innovations and the expectations of the industry. They can in turn transfer these to their students thus making them better employable prospects.
- B. SCE will facilitate Zentron to set up its development center (Zentron Trichy Development Center) within the SCE campus or any mutually agreed alternate facility suggested by SCE. SCE will extend the necessary facility support to this development center. The presence of development engineers of Zentron in close proximity to the CoE and the staff of SCE is also expected to encourage cross-pollination of engineering ideas and methods.

IN CONSIDERATION OF THE ABOVE, THE RESPONSIBILITIES OF THE PARTIES ARE LISTED AS FOLLOWS

1. SCE Responsibilities

- A. SCE will provide a facility for the ZTDC and the CoE equipped with the following
 - Dedicated rooms (air-conditioned) with facilities including desks, dedicated meeting rooms, access to washrooms (men and women separate), secure

networking and internet connectivity, electrical fixtures and connection points.

Zentron will bear the actual cost of internet and electricity.

● Desktops/laptops for interns and COE team members where necessary.

- B. ZTDC to be dedicated for the use of Zentron employees, interns and CoE team members only
- C. To get a first-hand experience of the industry expectations, SCE will take up the responsibility of bringing the COE Projects to their successful completion.
- D. SCE may nominate faculty-in-charge to technically guide, supervise, track and take the projects to completion.
- E. SCE may consider sponsoring the CoE projects in terms of human resources (faculty, research scholars, interns), hardware and software resources, equipment and other project requirements at their discretion. Extent of the contribution will be decided on a project to project basis in consultation with Zentron
- F. SCE may apply for funding for the CoE projects from Government Agencies with Zentron as an industry partner
- G. The CoE will be managed by Department of Instrumentation and Control Engineering

2. Zentron Responsibilities

- A. Zentron will operate the ZTDC within the allocated facility inside the SCE Campus.
- B. Zentron will collaborate with SCE in the formation and functioning of the Industrial Software and Systems CoE.
- C. Zentron will continuously engage with SCE as part of the CoE to share and define engineering challenges in the space of industrial software and systems and that may be taken up by the CoE. Zentron may provide technical assessment from an industry angle.
- D. Zentron may provide technical recommendations/guidance to the execution of projects in the CoE.
- H. Zentron may consider sponsoring the CoE projects in terms of human resources (staff, interns), hardware and software resources, equipment and other project requirements at their discretion. Extent of the contribution will be decided on a project to project basis in consultation with SCE
- E. Zentron may apply for funding for the CoE projects from Government Agencies with SCE as an academic partner
- F. Zentron employees may share knowledge in the form of guest lectures or training sessions to the faculty and students of SCE in Zentron's areas of expertise.

3. Joint Responsibilities

- A. Zentron and SCE will jointly track these projects periodically and take actions pertaining to the status of the projects through fortnightly (or a different frequency depending on the status of the project) joint meetings
- B. Any Intellectual Property coming out of a CoE project will be jointly owned by SCE and Zentron. Zentron will have right use the IP as part of Zentron commercial products. SCE may open-source or divulge to third party(s), parts of CoE output only with the express written consent of Zentron.
- C. Zentron and SCE may jointly conduct technical competitions, hackathons, quizzes relevant to CoE focus areas to expose students (from SCE and/or other institutions) to the industry environment
- D. SCE may use the Zentron Logo as part of communication materials pertaining to placement and industrial collaboration

Disclaimer : Both Zentron and SCE are not obligated to provide funding, provide staff, recruit or fund in either cash or in kind, but may undertake to do any/all of these on a best effort basis after mutual discussions. All the above-mentioned points are statements of intent, in good faith.

This MOU is valid for the period between Dec 1, 2020 to Dec 31, 2021 and may be extended with the consent of both the parties for further periods in tranches of 1 year. The MOU may be withdrawn by either party with a 90 days written notice specifying the reason and the notice being sent to the address as specified in this MOU.



Authorized Signatory

SCE

Dr.D. Valavan

Principal,

Saranathan College of Engineering,

Venkateswara Nagar,

Panjappur,

Tiruchirapalli - 620012,

Tamil Nadu.

Authorized Signatory

Zentron Labs