

## Memorandum of Agreement

between

**Graz University of Technology**

Rechbauerstraße 12

A-8010 Graz

AUSTRIA

and

**AT & S Austria Technologie & Systemtechnik Aktiengesellschaft**

Fabriksgasse 13

A-8700 Leoben-Hinterberg

Austria

and

**Indian Institute of Technology, Madras, India**

Office of Global Engagement, 2<sup>nd</sup> Floor,

Center for Industrial Consultancy and Sponsored Research

IIT Madras Chennai India 600 036

**AT & S Austria Technologie & Systemtechnik Aktiengesellschaft** (hereinafter referred to as “**AT & S AG**”), **Graz University of Technology** (hereinafter referred to as “**TUG**”), and **Indian Institute of Technology Madras**, India (hereinafter referred to as “**IITM**”) (hereinafter, individually referred to as “**Party**” and collectively as “**Parties**”) hereby enter into this Memorandum of Agreement to promote specific research projects and personnel exchange in the field of high frequency electronics as detailed below (hereinafter, referred to as “**MoA**”).

AT&S Legal OK



### **Article 1. Purpose of the Program**

The purpose of the research projects and student exchange program in the field of high frequency electronics (hereinafter, referred to as “**Program**”) is the promotion of academic and research information and joint research among Parties. Program means the collaborative program in which IITM provides overseas study at TUG and provides practical training for the students at AT & S AG.

### **Article 2. Participants**

Students who join or will join the Program (hereinafter, referred to as “**Participants**”) shall satisfy all of the following conditions:

- (1) Participants in the first period are graduate students in the master classes at IITM; in the following stages Participants are graduated and undergraduate students;
- (2) Participants are motivated and make good-faith efforts, and
- (3) Participants can speak English.

The Parties expect a maximum of five (5) Participants a year to participate in this Program. The number of Participants may be changed based on the condition of application and AT & S AG’s criteria for acceptability.

### **Article 3. Activities and Duration**

The Program shall commence from the fiscal year starting in January 2021. The Participants shall take part in the following activities:

- (1) In the first period, students from master classes will be granted three (3) months overseas study at TUG, including research in the areas of mutual interest;
- (2) In the following periods, in addition to students from mater classes also students from undergraduate programs are allowed to apply for a full semester (four (4) months) study at TUG. The details of the common education program will be established in a MoA between IITM and TUG.
- (3) Three (3) or four (4) months practical training in the area of engineering and manufacturing at AT & S AG during which the work hours stipulated in the Austrian labor regulations applicable to AT & S AG shall apply.



- (4) The details of the practice is regulated in a “practice contract”, which is mandatory to be signed by each Participant.

The terms of either activity may be extended or shortened depending on circumstances and mutual consent among the Parties.

#### **Article 4. Application**

Application procedures are as follows:

- (1) IITM shall advertise the Program on campus.
- (2) Students attending IITM who wish to apply to the Program (hereinafter, referred to as “Applicants”) shall apply through IITM .
- (3) The representative in charge of the Program at IITM shall select Applicants and recommend to TUG in accordance with the Applicants’ academic performance, qualifications, and motivation and any further eligibility criteria as determined by IITM. AT & S AG shall make assessment of the recommended Applicants from IITM.
- (4) AT & S AG shall make decision on the final selection of Participants from the recommended Applicants.

#### **Article 5. Financial Responsibility**

- (1) AT & S AG shall provide the Participants with a stipend of EUR 990,- (nine hundred and ninety) per month which covers their accommodation costs, meals & other living expenses.  
Admission or tuition fees at TUG shall not be required.
- (2) One round-trip ticket of international flights from and to the most appropriate airports between Austria and India shall be provided by AT & S AG. Governmental fund to cover the expense for the Participants will be prioritized if provided. The details of such tickets shall be determined by AT & S AG in its sole discretion.
- (3) Participants shall bear any other expenses such as cost for visa and insurance.

#### **Article 6. Accommodation**

TUG shall make its best efforts to assist the Participants in finding accommodation at a reasonable cost throughout the period of the Program, AT&S will provide support if required.






## **Article 7. Liability**

- (1) IITM shall direct the Participants to follow the rules and regulations of each institution at TUG and/or AT & S AG where the program is executed. This shall not restrict AT & S AG from imposing additional rules and regulations on the Participants. The rules and regulations shall consist of security information, safety rules, general company rules and others.
- (2) Participants shall provide an undertaking that they accept liabilities for loss or damage to any property of IITM or AT & S AG which they caused during the Program.
- (3) Participants shall take out insurance which assure illness, injury, temporary return, personal liability and liability for damages to persons and property. Neither IITM nor AT & S AG nor TUG shall be liable to provide and maintain any insurance coverages for the Participants.
- (4) Participants who quit the Program before the expiration of the planned period shall pay the airfare unless AT & S AG agrees otherwise in writing.
- (5) IITM shall be responsible for giving detailed explanation of the contents agreed in this MoA, IITM/TUG and AT & S AG's regulation, and for getting Participants to understand the Program.

## **Article 8. Intellectual Properties**

If any intellectual property is generated, the guidelines and policies of TUG, IITM and AT & S AG shall govern the same. Notwithstanding the foregoing, any patent right, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, design rights, processes, formulas, know-how, data and analysis (hereinafter referred to as "Intellectual Property or IP"), that have been fully or partially discovered/invented/developed by a Participant or any employee of a Party as a result of the Program a) at TUG's premises and facilities, shall belong to TUG, and b) at AT & S AG's premises and facilities, shall belong to AT & S AG. Any inventions made by Participants or employees of a Party that will belong to AT&S according to the rule set in this Article, will be remunerated on fair and reasonable conditions and, where applicable, according to AT&S Inventors' Remuneration Regulation. The Participant along with other contributors to the Intellectual Property will be listed as inventors but the IP will be assigned to the respective Party according to this Article and the use and/or license of IP will be agreed between the Parties and set out in a separate agreement.


**Article 9. Confidentiality**

The terms and conditions of this MoA and any intellectual property mentioned in the preceding paragraph are confidential between Parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms.

Additionally, each Participant will have to sign a separate non-disclosure agreement with AT & S AG. Notwithstanding any obligations set forth in such non-disclosure agreement, Participants are required to keep confidential at all times any and all AT & S AG information disclosed to them. Such obligation shall apply also after expiration of the Program period, unless expressly allowed by AT & S AG in writing to share such information with IITM or TUG, and/or with third parties.

**Article 10. The Term of MoA**

This MoA shall be concluded in English and come into force upon the date written below by affixing of the signature of the representatives of Parties and continue in force for a period of two (2) years from the effective date.

Unless one Party notifies all the other Parties in writing at least six (6) months prior to the expiration date of the initial term or any extension thereof, the term of this MoA shall be automatically extended for a further period of one (1) year and likewise thereafter.

**Article 11. Dispute Resolution**

Any dispute, controversies or differences which may arise between the Parties hereto in connection with this MoA, or any affairs which this MoA does not clearly address (hereinafter, referred to as "Disputes"), shall be amicably settled through mutual, good-faith negotiations between the Parties or then authorized nominees.

**Article 12. Arbitration**

All disputes arising out of or in connection with the present MoA shall be finally settled under the Rules of Arbitration of the Singapore International Arbitration (SIAC) Rules by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Singapore. Arbitration language shall be English.



### **Article 13. Applicable Law**

This MoA shall be governed by the laws of Singapore without reference to its conflict of laws regulations.

### **Article 14. Modification**

Modifications may be made by mutual written agreement and any amendment or extension to this MoA may be formalized by the exchange of duly signed letters among Parties.

### **Article 15. Notice**

Any notice or request given or made by one Party to the other Parties under this MoA shall be in writing in the language of English and shall be addressed to the appropriate office as is designated in writing hereinafter:

#### **Institute for Computer Graphics and Vision Graz University of Technology**

##### **Vice Rector Research**

Address : Inffeldgasse 16 2. OG, A-8010 Graz, AUSTRIA  
Phone/Fax: : +43 664 60 873 6020 / +43-316-873-5050  
E-mail : [bischof@icg.tugraz.at](mailto:bischof@icg.tugraz.at)

#### **INDIAN INSTITUTE OF TECHNOLOGY, MADRAS**

##### **Dean Global Engagement**

Address : 2<sup>nd</sup> Floor, IC&SR Building, IITM Campus, Chennai – 600036, India  
Phone : +91-44-2257-4926 / 4927 / 4928  
E-mail : [oir@iitm.ac.in](mailto:oir@iitm.ac.in)

#### **AT & S Austria Technology Systemtechnik Aktiengesellschaft**

##### **Research & Development**

Address : Fabriksgasse 13, A-8700 Leoben-Hinterberg, AUSTRIA  
Phone : +43 3842 200 5710  
E-mail : [h.voraberger@ats.net](mailto:h.voraberger@ats.net)


IN WITNESS WHEREOF, the Parties have executed this MoA in three (3) original copies by their duly authorized representatives as of the date written below. Each Party shall receive one (1) original copy, all of which shall be equally valid and enforceable.



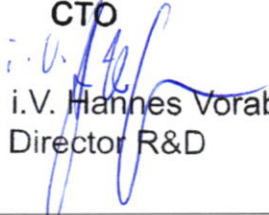

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*[Handwritten signature]*

DATE:

DATE: Nov. 19<sup>th</sup>, 2020

DATE:

<p>For Institute for Computer Graphics and Vision Graz University of Technology</p>  <p>Technische Universität Graz</p>	<p>For AT &amp; S Austria Technologie &amp; Systemtechnik AG</p> <p>Name:  Title: <b>Heinz Moitzi</b> <b>CTO</b></p> <p>Name:  Title: i.V. Hannes Voraberger Director R&amp;D</p>	<p>For Indian Institute of Technology, Madras</p> <p> Professor <b>Raghunathan Rengasamy</b> Dean Global Engagement</p>
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