

**DVLlinks
PARTNER AGREEMENT**

BETWEEN

**SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND MANAGEMENT, BANTAKAL
("SMVITM")**

AND

**CVC Pvt. Ltd. Bangalore
("CVC")**

Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udipi Dist.
BANTAKAL 574 115

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Appendix 1 Software Products

Aras

Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

Aras

THIS AGREEMENT is made by and between

- (1) **Shri Madhwa Vadiraja Institute of Technology and Management (SMVITM)**, an entity incorporated under the laws of India and having its principal place of business at **Vishwothama Nagar, Bantakal, Udupi District, India 574115** including its Affiliates ("PARTNER"); and
- (2) CVC Pvt. Ltd. Bangalore, an entity incorporated under the laws of India and having its principal place of business at 422, VIBHU COMPLEX II Floor, 27th Main, Sector 1, HSR Layout, Bangalore, India, 560 102 ("CVC").

WHEREAS:

- (A) PARTNER is a specialist and Design-Verification service provider or top-notch, well recognized academic institution or EDA developer
- (B) CVC is a reputable developer, owner, manufacturer, distributor and publisher of VLSI & EDA technologies.
- (C) The Parties desire that PARTNER shall have the right to non-productively use certain software products and services to train and enhance the VLSI Design-Verification knowledge of its associates/employees/students and CVC shall undertake to deliver the same to PARTNER under and in accordance with the terms and conditions of this Agreement

NOW IT IS HEREBY AGREED:

DEFINITIONS

In this Agreement:

"Affiliate" of a Party shall mean an entity

- (i) Which is directly or indirectly controlling such Party;
- (ii) Which is under the same direct or indirect ownership or control as such Party; or
- (iii) Which is directly or indirectly owned or controlled by such Party.

For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50 %) or more of votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Intellectual Property Rights" shall mean patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any trade secrets.

"Non-Productive" shall mean the usage of the Software is limited to training purpose only and shall not be used for any commercial purposes for third parties.

"Party" and "Parties" shall mean CVC and/or PARTNER.

"Software" shall mean the software products and technologies and related documentation of CVC as defined in Appendix 1 as well as any updates, modifications and/or enhancements delivered by CVC to PARTNER.

GRANT OF LICENSE

- 1.1 CVC shall grant PARTNER a non-transferable, non-exclusive, royalty-free, worldwide, non-productive license to install, use, evaluate, monitor and test the Software on a basis and for a period until the next quarter after signing. The period renews automatically for three months to the next quarter if a Party has not terminated this Agreement according to clause 89.2. For the avoidance of doubt, PARTNER shall have the right to merge the Software with other software to test its functionality. Except for the back-up copy of the original copy of the Software received from CVC, PARTNER is not allowed to make copies of the Software.

- 1.2 PARTNER may be required to go through a qualification process prior to access to CVC's product(s) under this agreement.
- 1.3 CVC has no obligation to provide to the product(s) as in Appendix-A and reserves the right to terminate a product without any prior notice or reasoning.
- 1.4 PARTNER shall, upon CVC's request, prepare a summary report including general feedback on the Software based on the evaluation made by PARTNER. CVC agrees that for confidentiality reasons CVC is not entitled to use any report made by PARTNER for other than strictly internal use unless otherwise agreed by the Parties. However, PARTNER shall not be required to disclose any confidential and/or proprietary information to CVC regarding PARTNER, its business, or products, including without limitation any data, reports, interpretations, forecasts and records.
- 1.5 PARTNER shall have no commitment to purchase any further licenses to the Software. However, if PARTNER at its own discretion is willing to license the Software after the evaluation, the Parties may conclude a separate written contract with mutually agreed terms and conditions.

DELIVERY

- 1.6 By signing this Agreement CVC agrees and undertakes to deliver to PARTNER the Software, tools and other material as specified in Appendix 1 on such media as agreed between the Parties.

CVC may provide PARTNER with updates, modifications and/or enhancements to the Software as may become available or authorized for dissemination during the term of this Agreement.

PRICES AND PAYMENTS

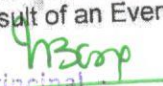
- 1.7 PARTNER shall have no obligation to make any payments to CVC under this Agreement. The license granted in this Agreement is royalty-free, and there is no license, user or any other type of fee for the license defined in Clause 0, or for CVC's obligations under Clause 0. If partner uses the Software productively without prior written approval by CVC being subject to pricing, Partner will pay fees according to then valid list price.

LIABILITY

- 1.8 Neither Party shall be liable in contract, tort or otherwise for any loss of revenue, profit, business or goodwill or any special, indirect, consequential, incidental or punitive cost, damages or expense of any kind howsoever arising under or in connection with this Agreement, except in the event of gross negligence or intentional misconduct.
- 1.9 EXCEPT AS STATED IN THIS PARAGRAPH, THE SOFTWARE IS PROVIDED TO PARTNER "AS IS" AND WITHOUT WARRANTY OF ANY KIND; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CVC SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM PARTNER'S INSTALLATION OR USE OF THE SOFTWARE.

FORCE MAJEURE

Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to war, acts of government, natural disasters, fire and explosion (an "Event of Force Majeure") to the extent such breach is due to an Event of Force Majeure. Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure. If a breach due to an Event of Force Majeure shall continue for more than four (4) weeks or cumulatively exceeds a period of four (4) weeks, then the Party not in default shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

CONFIDENTIALITY


- 1.10 Each Party ("Receiving Party" for the purposes of this Clause 7) shall not disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of this Agreement any technical or commercial information ("Information") received from the other Party ("Disclosing Party") in whatever form under or in connection with this Agreement without the prior written permission of the Disclosing Party save for Information which
- (a) Was in the possession of the Receiving Party prior to disclosure hereunder; or
 - (b) Was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or
 - (c) Was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party; or
 - (d) Was independently developed by personnel of the Receiving Party having no access to the Information.
- 1.11 Neither Party shall make any publicity on, press release of or reference to this Agreement, the other Party or the cooperation between the Parties unless otherwise agreed by the Parties.
- 1.12 Affiliates of a Party hereto engaged in the performance of this Agreement shall not be deemed to be third parties for the purposes of this Clause 7 on condition that the respective Party ensures full compliance by such Affiliates of all of the provisions of this Clause 7.
- 1.13 Each Party shall limit access to Information to those of its personnel for whom such access is reasonably necessary for the proper performance of this Agreement. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. For the avoidance of doubt, the confidentiality obligations of this Clause 7 shall not restrict the use of the Software by PARTNER as defined in Clause 0.
- 1.14 Notwithstanding the foregoing, neither Party shall be liable to the other for any unauthorized disclosure of Information if it can be established that it has exercised the same degree of care, but in any event not less than reasonable degree of care, in protecting the Information from such disclosure as it exercises in respect of its own confidential information and business secrets.
- 1.15 The provisions of this Clause 7 shall bind the Parties for a period of three (3) years from disclosure of the relevant piece of Information regardless of any earlier termination, cancellation or completion of this Agreement.
- 1.16 To the extent that the terms of a Non-Disclosure Agreement between the Parties relating to the subject matter hereof conflict with the terms of this Clause 7, this Clause 7 shall be controlling over the terms of said Non-Disclosure Agreement.

TERM OF AGREEMENT AND TERMINATION

- 1.17 This Agreement shall become effective on the date of last signature and remain in force until the license term defined in Clause 0 has ended, unless terminated earlier in accordance with this Agreement. Within 30 days following the termination of the license as defined in Clause 0 PARTNER shall return or destroy all copies of the delivered Software to CVC.
- 1.18 Each Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party is in breach of any material obligation under this Agreement and the breaching Party fails to remedy such breach within such notice period.

MISCELLANEOUS

- 1.19 This Agreement and the Appendices hereto state the entire agreement between the Parties relating to the subject matter hereof and supersede all prior communications, written and oral, between the Parties with the exception of the Non-Disclosure Agreement executed by the Parties in connection with this Agreement which Non-Disclosure Agreement shall be subject to Clause 1.16. All amendments and modifications to this Agreement shall be made by an instrument in writing signed by both Parties.


 SRJ MADHWA VADIRAJA
 INSTITUTE OF TECHNOLOGY & MANAGEMENT
 Vishwathama Nagar, Udipi Dist.
 Karnataka, India

1.20 The Parties shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party.

1.21 Any notice given by one Party to the other shall be deemed properly given if specifically acknowledged by the receiving Party in writing or when delivered to the recipient by hand, registered mail or special courier during normal business hours to the following addresses (or such other address as may be notified in writing from time to time by either Party):

(a) if to **Shri Madhwa Vadiraja Institute of Technology and Management (PARTNER)**, to

Attn: **Prof. Dr. Radhakrishna S. Aithal**
Principal
Shri Madhwa Vadiraja Institute of Technology and Management
Vishwothama Nagar, Bantakal-574115
Udupi District, Karnataka, India

(b) if to CVC, to

Attn: Ajeetha Kumari, CEO & MD
422, VIBHU COMPLEX II Floor, 27th Main, Sector 1, HSR Layout, Bangalore, India, 560 102

Notices shall be deemed to be received on the first business day following receipt. Each communication and document made or delivered by one Party to the other pursuant to this Agreement shall be in the English language or accompanied by a translation thereof.

1.22 No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

1.23 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The award shall be final and binding on the Parties.

1.24 This Agreement shall be governed by and construed in accordance with the laws of the State of Karnataka, India, excluding its choice of laws provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the State of Karnataka, India Law. The arbitration shall be conducted in the State of Karnataka, India, in the English language. The award shall be final and binding on the Parties.

1.25 The following clauses shall survive any termination or expiry of the Agreement: 0, 0, 0, 9.6 and 9.7.

1.26 Headings are used for the purposes of references only and shall not affect the interpretation of this Agreement.

1.27 Joint marketing:

1.27.1 Partner's company name and/or logo will be listed on CVC's website

1.27.2 Participation in blogs, whitepapers and events as opportunities arise

1.27.3 Partner to receive CVC logo and description to list their membership in CVC's DVLinks program on their corporate website

Ajitha
Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

IN WITNESS WHEREOF, each of PARTNER and CVC has caused this Agreement to be signed and delivered by its duly authorized representative.

PARTNER

By: **Shri Madhwa Vadiraja Institute of Technology & Management (SMVITM)**

Name: **H H Shri Vishwvallabha Theertha Swamiji**

Title: **President & Chairman**

Date: **28 August 2014**
For Shri Sode Vadiraja Mutt Education Trust (R.)

Name: **Prof. Dr. Radhakrishna S. Aithal**

Title: **Principal**

Date: **28 August 2014**

CVC Pvt. Ltd.

By: 

Name: **Ajeetha Kumari**

Title: **MD & CEO**

Date: **28 August 2014**

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President


Principal

SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

Appendix 1

Software Products and Evaluation Period

Product:

(Note: Check mark individual product/service/training session as applicable)

- Go2UVM_Pkg
- Various CVC Training sessions as found at www.cvcblr.com/trainings
- DVEnc
- VIPs – specify specific title as applicable
- DVRules


Evaluation period: **4 weeks** from the date of receipt of the Software by PARTNER

The Software shall meet or exceed the general industry standards in the field in question. CVC shall deliver the Software to PARTNER to the premises of PARTNER after the signature of this Agreement but not later than by **4 weeks**.

The delivery address to PARTNER shall be

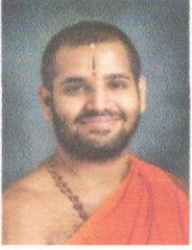
Prof. Dr. Radhakrishna S. Aithal
Principal
Shri Madhwa Vadiraja Institute of Technology and Management
Vishwothama Nagar, Bantakal, Udupi-574115, Karnataka

unless otherwise notified by PARTNER in writing.


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115

SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY & MANAGEMENT

(A unit of Shri Sode Vadiraja Mutt Education Trust ®, Udupi)
Vishwothama Nagar, Bantakal – 574 115, Udupi District, Karnataka



Seeking the Divine Blessings of
H. H. Shri Vishwvallabha Theertha Swamiji
(Shri Sode Vadiraja Mutt, Udupi)



Cordial Invitation to the Inaugural Function of
CVC Internship program

By

Mr. Om Prakash L B and Mr. Rajesh H N , CVC , Bangalore

Date & Time: 16th July 2018, 9 am
Venue: Ground floor lab, ECE block

**DEPARTMENT OF
ELECTRONICS & COMMUNICATION ENGINEERING**


Principal
SHRI MADHWA VADIRAJA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Udupi Dist.
BANTAKAL - 574 115



SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY AND MANAGEMENT

A Unit of Shri Sode Vadiraja Mutt Education Trust® Udupi
Vishwothama Nagar, Bantakal – 574 115, Udupi District, Karnataka, INDIA

Activity Report

Academic Year	2018-2019
Name of the Program	Internship by CVC
Date	16/07/2018 to 4/08/2018
Target Audience	20
Resource Person	Mr. Om Prakash L B and Mr. Rajesh H N , CVC , Bangalore
Number of Participants	16



Latitude : 13.254630

Longitude : 74.785352



Latitude : 13.254645

Longitude : 74.785367

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Principal

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INSTITUTE OF TECHNOLOGY & MANAGEMENT
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BANTAKAL - 574 115

The department of electronics & communication engineering organized 4-week internship cum training program for the benefit of final year students, by Contemporary Verification Consultants (CVC) Pvt. Ltd., Bengaluru. Sixteen students participated in this program which started on 16 July 2018. Mr. Om Prakash L B and Mr. Rajesh H N were the resource persons from CVC.

Inaugurating the program, Principal of the institute Prof. Dr. Thirumaleshwara Bhat said that mere text book knowledge is not sufficient for tackling industrial problems. Educational institutions can at the best provide good knowledge about engineering subjects to the students, but for gaining hands-on experience in solving real-world problems, they have to undergo internship under the able guidance of industry experts. He congratulated the ECE department HOD and faculty members for inviting eminent persons from reputed company like CVC, and providing the required hands-on training. He also congratulated the students for opting this internship and deciding to spend the vacation time fruitfully.

Mr. Rajesh H N, the design and verification engineer of CVC, thanked the college for inviting them to share their experiences. Earlier, the HOD of ECE department Prof. Dr. Balachandra Achar gave a brief prelude to the program and welcomed the resource persons. Mr. Sandesh Kumar introduced the resource persons, and Ms. Sowmya Bhat compered the inaugural session.


Principal
SHRI MADHUSUDANA
INSTITUTE OF TECHNOLOGY & MANAGEMENT
Vishwothama Nagar, Srirangapatna Dist.
BANTAKAL - 574 113



CVC Pvt. Ltd

Date: 04-08-2018

TO WHOMSOEVER IT MAY CONCERN

This is to certify that **Ms. SUMAN KANOJ BE-ECE** student from Shri Madhwa Vadiraja Institute of Technology & Management, Bantakal, Udupi, has done her internship at "**Contemporary Verification Consultants Pvt Ltd**"- Bengaluru from 09th July 2018 to 04th August 2018.

She worked on the "**VLSI-Design Verification Trends**".

She was found sincere & hard working during this tenure.

We wish her all the best for her future endeavors.



For Contemporary Verification Consultants Pvt Ltd.

Principal
SHRI MADHWA VADIRAJA
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Vishwothama Nagar Udupi Dist.
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