INDUSTRY CONSORTIUM IN DESIGN SEMICONDUCTORS, PACKAGING AND SYSTEMS FOR AI ERA:

MEMBERSHIP AGREEMENT

TABLE OF CONTENTS

1. The IDSPS Program for Pre-competitive AI Era

The Indian Design, Semiconductors, Packaging and Systems Program (IDSPS Program) is a pre-competitive Next-Gen R&D, inclusive and educated-workforce and global industry and start-up program with two purposes:

1.To bridge the gap with a sustainable manufacturing between legacy-node manufacturing in Gujarat and Assam and AI era technologies in US, EU, Japan, Korea and Taiwan.
2. To develop technologies and workforce for AI era for India and the world.

IDSPS Industry consortium has three goals, as shown in **Fig. 1**

Fig. 1: Three goals of National Industry Consortium in IDSPS

Bridging the gap for India while developing deep tech technologies and workforce for the world:

While the initial ISM-subsidized manufacturing lines in Gujarat and Assam are based on legacy-node technologies, the rest of the advanced world is focusing on 2030 manufacturing technologies, as shown in **Fig. 2**, such as optoelectronics for computing, compound semiconductors to form ultrahigh density integrated power modules for electric cars, glass panel packaging to 1 micron lithography in 3D chiplet architectures, and copper-to-copper or hybrid bonding, and assembly, replacing solders, for AI era, in view of slowdown of Moore’s Law. These are exactly the same technologies being developed in the IDSPS industry consortium program to bring India to global level with a sustainable manufacturing path.

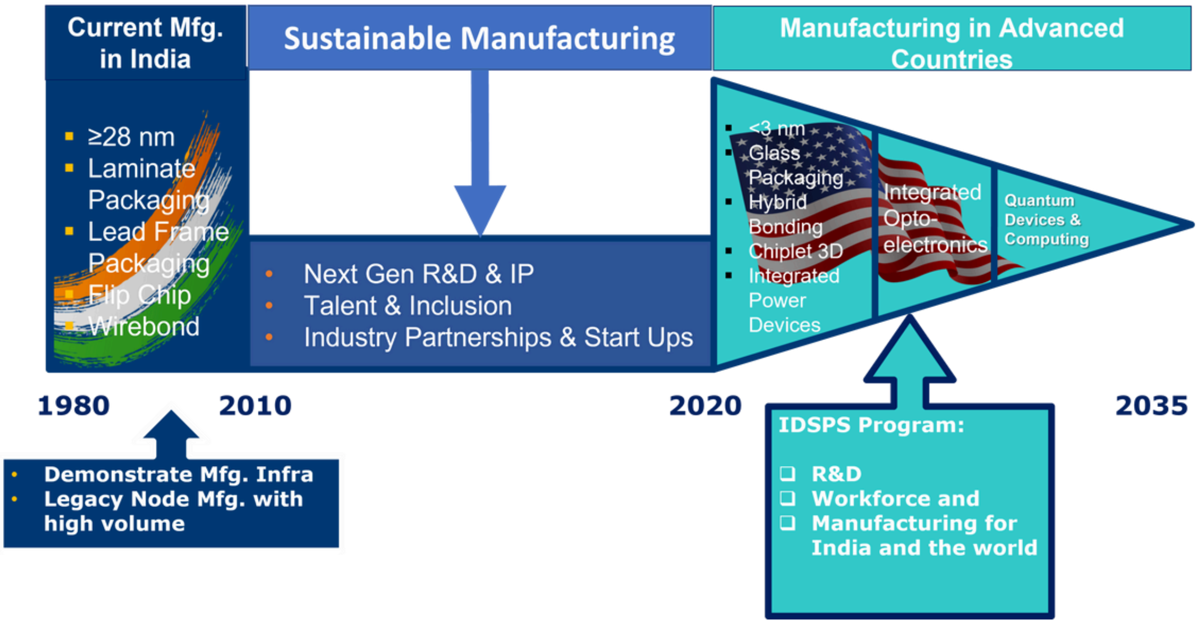


Fig. 2: Two reasons for National industry Consortium in India: (1) sustainable manufacturing to bridge the gap between India and advanced countries and (2) To develop deep-tech technologies and educated- workforce for India and the World for AI era.

2. Strategic Technologies

For any country to be a product nation in semiconductors, it requires expertise and resources in 12 strategic technologies as shown in **Fig. 3.** These technologies, referred to as Strategic Research Areas (SRAs) are shown in **Fig. 4.** leading to creation of 12 national Industry Co-development Centers (ICCs) throughout India, one in each SRA, in four categories: Design, Devices, Packaging and System Integration. Each of these industry Co-development Centers will have their own industry consortium to design, develop, and demonstrate next-generation of industry-needed technologies and industry prototypes in partnership with Indian and global companies, thus preparing each technology for manufacturing.

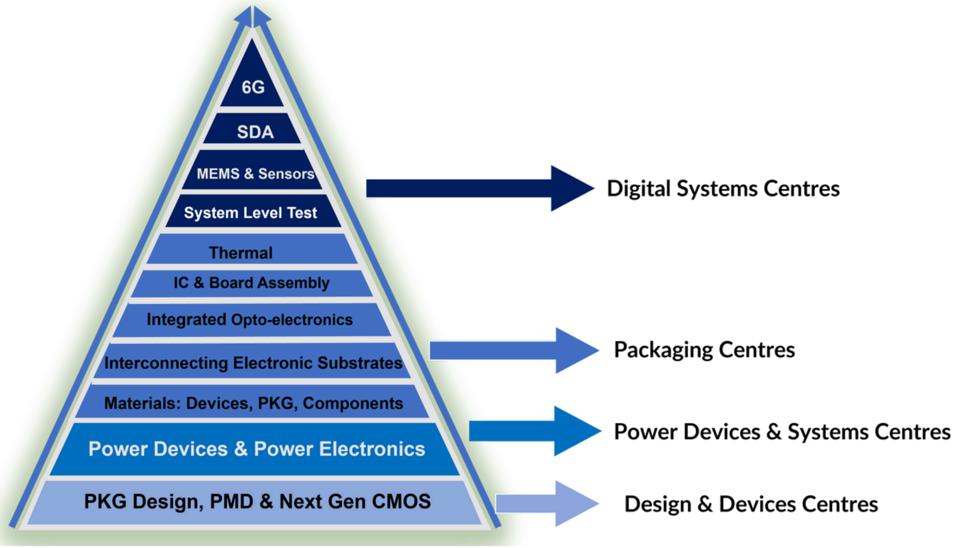


Fig. 3: Products Need 12 Strategic Technologies

While the current manufacturing companies in Gujarat and Assam can continue to license the next manufacturing technologies from advanced countries, to extend their initial manufacturing lines in the short term, the IDSPS Program, through the National Industry Consortium, in parallel, provides a sustainable and indigenous path to transform India into a global hub by developing the new AI era technologies with IP to go into manufacturing by Indian and global companies.

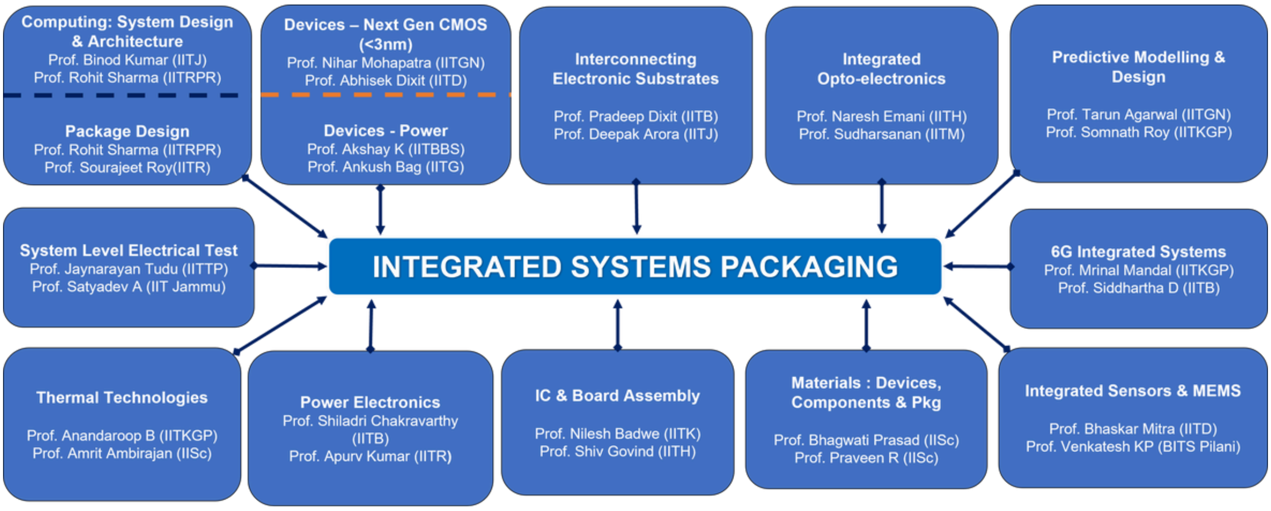
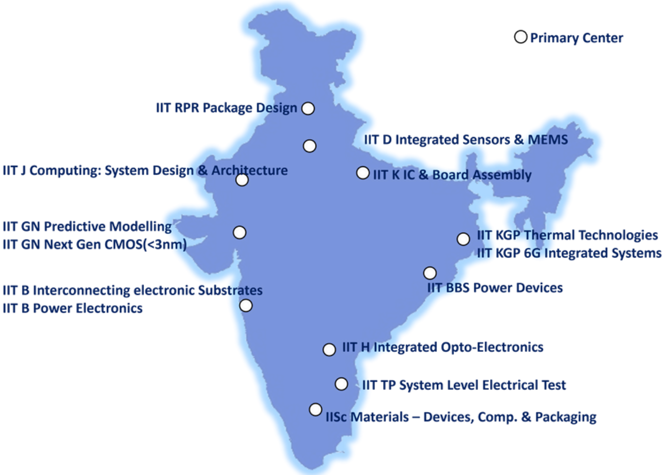


Fig. 4: Twelve national Industry Co-development Centers in 12 Strategic Research Areas

3. Twelve Industry Co-development Centers

These 12 National industry co-development centers are proposed to be located across the country, as shown in **Fig. 5 thus taking advantage of expertise available throughout India in each of the 12 SRAs**. They are hosted by 10 IITs and IISc in 11 States as indicated in **Table 1**. Each of these National Centers is expected to be a global hub within two decades.



Industry Co-development Center	State (Institution)
DESIGN & DEVICES	
1B. Package Design →	Punjab (IIT Ropar)
2A. Next Gen CMOS(<3nm) →	Gujarat (IIT Gandhinagar)
5. Predictive Modeling & Design →	Gujarat (IIT Gandhinagar)
POWER DEVICES & SYSTEMS	
10. Power Electronics →	Maharashtra (IIT Bombay)
2B. Power Devices →	Odisha (IIT Bhubaneswar)
PACKAGING	
8. Materials: Devices, Compo & PKG →	Karnataka (IISc Bangalore)
11. Thermal technologies →	West Bengal (IIT Kharagpur)
3. Interconnecting Elect. Substrates →	Maharashtra (IIT Bombay)
4. Integrated Opto-electronics →	Telangana (IIT Hyderabad)
5. IC & Board Assembly →	Uttar Pradesh (IIT Kanpur)
DIGITAL SYSTEMS	
1. System Design & Architectures →	Rajasthan (IIT Jodhpur)
6. 6G Integrated Systems →	West Bengal (IIT Kharagpur)
7. Integrated MEMS & Sensors →	Delhi (IIT Delhi)
12. System Level Electrical Test →	Andhra Pradesh (IIT Tirupati)

Fig. 5: Twelve Industry Co-Development Centers at 10 IITs and IISc in 11 states to develop deep-tech technologies and educated workforce for AI era.

India has two major weaknesses in manufacturing. These are lack of expertise, resources and infrastructure in technology and in manufacturing. The best way to address India's weakness in technologies is to form national centers in all the technologies India needs. These centers are very much like 25 or so NSF Engineering Research Centers in USA. Prof. Rao Tummala was a recipient of one of these National centers. Each of these US centers performs leading-edge R&D, educates large number of new generation of engineers and develops manufacturable technologies in partnership with global companies.

To bring India to global level, 12 national centers, very much like NSF ERC centers in US, are proposed, as described below.

In Design & Devices

Three centers are proposed, one for Next Gen CMOS (<3nm), one for Package Design and another for Predictive Modeling & Design.

In Power Devices & Systems

As shown in **Fig.5**, two Centers, one for Power devices and the other for compound semiconductors for power electronics for electric cars, are proposed.

In Packaging

Five centers are proposed, one in Materials : Devices, Components & Pkg, one in Interconnecting Electronic Substrates, one in Integrated Opto-electronics, one for IC and Board Assembly and one for Thermal Technologies.

In Digital Systems

Four centers are proposed, one for HPC and AI (same as System Design & Architecture), one for Integrated 6G systems, one for System Level Electrical Test, and one for IoT with integrated sensors and MEMS.

Each SRA is proposed to be an Industry Co-development Center (ICC), and each such center is proposed to initially involve 5-10 faculty from multiple IIT's, IISc's, NIT's, and REC's in a hub-and-spoke fashion. These centers also involve 5-20 companies and their engineers on and off campus.

To bring R&D in India to the global level and consistent with industry needs, one or two global academic expert collaborators are identified in each SRA. With these 5-10 faculty teams and expert collaborators in each SRA, they form mini teams to explore and develop many different strategic areas with multiple projects in each, thus exploring many options to demonstrate the next generation technologies, consistent with the needs of companies. Each company is expected to be involved in at least one project.

SRA No.	Strategic Research Area (SRA)	Faculty Lead	Lead Institute	Faculty Co-Lead
1A	Computing: System Design & Architectures	Prof. Binod Kumar (IITJ)	IIT Jodhpur	Prof. Rohit Sharma (IITRPR)
1B	Package Design	Prof. Rohit Sharma (IITRPR)	IIT Ropar	Prof. Sourajeet Roy (IITR)
2A	Next Gen CMOS (<3nm)	Prof. Nihar Mohapatra (IITGN)	IIT Gandhinagar	Prof. Abhisek Dixit (IITD)
2B	Power Devices	Prof. Akshay K (IITBBS)	IIT Bhubaneswar	Prof. Ankush Bag (IITG)
3	Interconnecting Electronic Substrates	Prof. Pradeep Dixit (IITB)	IIT Bombay	Prof. Deepak Arora (IITJ)
4	Integrated Opto-electronics	Prof. Naresh Emani (IITH)	IIT Hyderabad	Prof. Sudharsanan Srinivasan (IITM)
5	Predictive Modelling & Design	Prof. Tarun Agarwal (IITGN)	IIT Gandhinagar	Prof. Somnath Roy (IITKGP)
6	6G Integrated Systems	Prof. Mrinal Kanti Mandal (IITKGP)	IIT Kharagpur	Prof. Siddhartha Duttagupta (IITB)
7	Integrated Sensors & MEMS	Prof. Bhaskar Mitra (IITD)	IIT Delhi	Prof. Venkatesh KP Rao (BITS Pilani)
8	Materials – Device, Components & Packaging	Prof. Bhagwati Prasad (IISc)	IISc Bangalore	Prof. Murali KP (NIT Calicut)
9	IC & Board Assembly	Prof. Nilesh Badwe (IITK)	IIT Kanpur	Prof. Shiv Govind Singh (IITH)
10	Power Electronics	Prof. Shiladri Chakraborty (IITB)	IIT Bombay	Prof. Apurv Kumar (IITR)
11	Thermal Technologies	Prof. Anandaroop Bhattacharya (IITKGP)	IIT Kharagpur	Prof. Amrit Ambirajan (IISc)
12	System Level Electrical Test	Prof. Jaynarayan Tudu (IITTP)	IIT Tirupati	Prof. Satyadev Ahlawat (IIT Jammu)

Table 1: Twelve Strategic Research Areas with the Faculty Leads and Co-Leads at 10 IITs and IISc

4. Industry Consortium: Membership Categories & Fees

Industry partnership is cornerstone of the IDSPS program. Investment by industry falls into two categories;

1. Infrastructure Investments: A few founding members of IDSPS industry consortium are proposed to contribute to 50% of the total cost of infrastructure. This amounts to 583 crores. Divided by 6-8 founding members, each company's investment amounts about 80-100 crores over a 5-year period or about 20 crores a year. These founding members receive IP rights for all centers.

2. Operational investments: All industry consortium members contribute to 50% of the total cost of operating all hub and spoke centers.

Many Indian and global companies have expressed interest in joining the IDSPS program. The initial goal is to start the national industry consortium with 50 companies in 2025 and grow that membership to 100 two years after. Industry consortium is meant to build the country for AI era and benefit each participating company.

Industry consortium, accordingly, has two types of membership options:
Mandatory to benefit each company and Optional to build the nation.

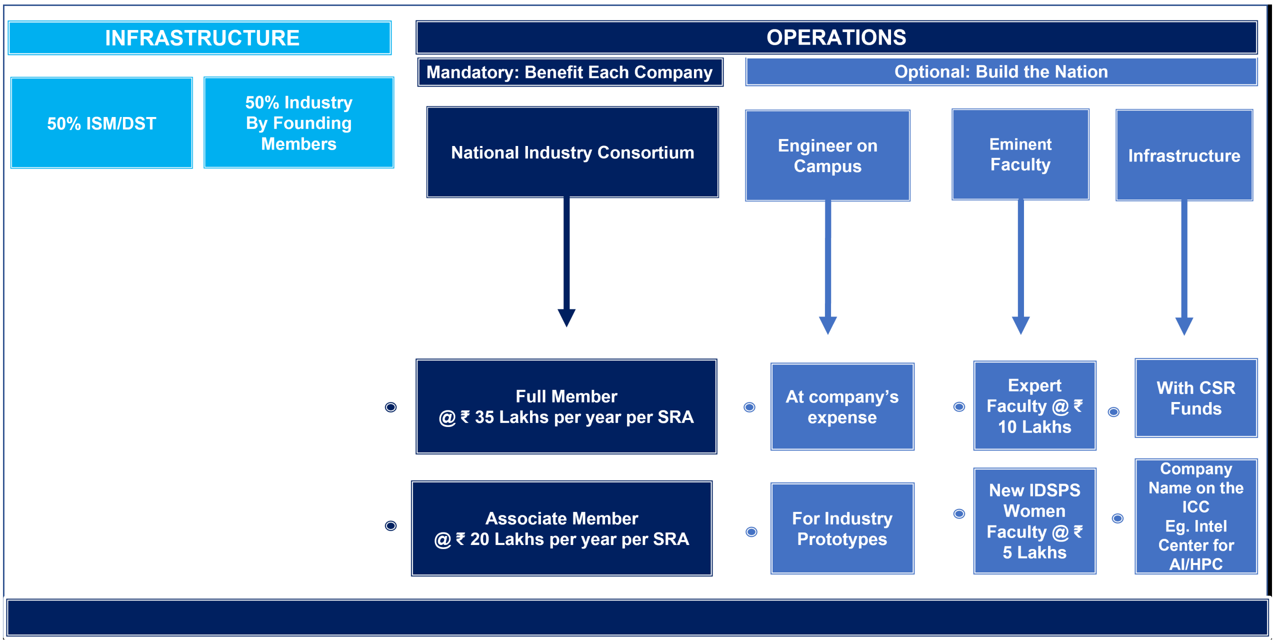


Fig. 6: Industry Consortium Membership Categories & Fees

Fig. 6 Describes two types of industry partnerships.

1. Mandatory
   - Join the National Industry consortium
2. Optional
   - Infrastructure
   - Women faculty & Students
   - Eminent expert faculty
   - Engineer on campus

Each company interested in joining the industry consortium must join either as full member or an associate member. Full members get **non-exclusive royalty-free license for all the research projects in each SRA and in each center** they choose to join.

Figure 6 lists the options for each company to help build the country by contributing to funding infrastructure, funding eminent faculty and women faculty.

5. IP Rights for Full Member

- IP belongs to the IDSPS Company
- Only Full Member companies and their subsidiaries get IP Rights
- Full member companies get Non-exclusive royalty free rights
    i. Only for the duration of the membership
    ii. Only for the SRA they are a member of

6. Benefits of Joining Industry Consortium by Each Company

- Educated workforce in all technologies
- New Technologies with IP for new products and for global competitiveness
- Allows coupling design to process to manufacture products
- IP for Use Globally
- Access to growing and large Indian markets
- Lower cost Mfg. in India of high-tech products

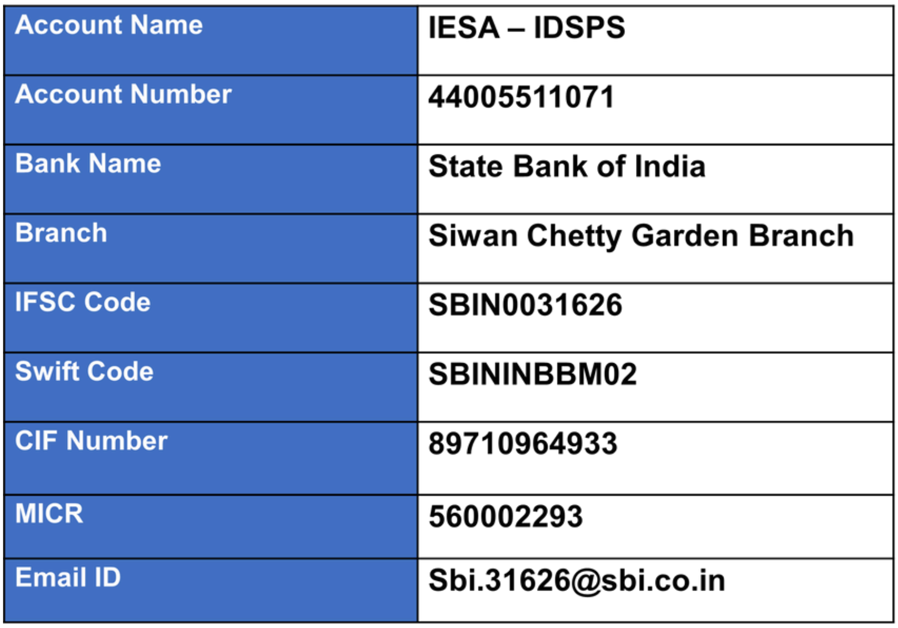
7. Tenure & Termination

The membership tenure is for a minimum of three years, paid annually.
The membership fee is paid annually and the agreement is auto-renewed at the end of each succeeding year, unless terminated in writing by giving a 90 days' prior written notice.

8. Payment

IDSPS Program and organization is an independent division of IESA - a Section 8 Company. IDSPS and its national industry consortium is a pre-competitive R&D, workforce and global industry program aimed at developing pre-competitive technologies for all its members. Companies joining the national industry consortium of IDSPS can do so by utilizing their CSR Funds for most reasons. Advise to consult with your company's legal department for the same.

The bank account details to pay the industry consortium fee using wire transfer are provided below:



Account Name	IESA – IDSPS
Account Number	44005511071
Bank Name	State Bank of India
Branch	Siwan Chetty Garden Branch
IFSC Code	SBIN0031626
Swift Code	SBININBBM02
CIF Number	89710964933
MICR	560002293
Email ID	Sbi.31626@sbi.co.in

Payment Schedule: The payment can be made to the account mentioned above on or before July 31. The membership tenure is for a minimum of three years, paid annually.

NATIONAL INDUSTRY CONSORTIUM: MEMBERSHIP AGREEMENT

Between

IDSPS Organization, a division of IESA, BANGALORE, INDIA

and

Dated:

This Membership Agreement ("Agreement") is made and entered into on the date mentioned above by and between:

1**. IDSPS, a division of India Electronics and Semiconductor Association** (hereinafter referred to as "**IESA**"), a society duly registered under the applicable laws of India, having its registered office at 16, Kensington cross road, Near Milenia, Ulsoor, Bangalore 560008

AND

2. a company incorporated under the Companies Act, 2013 and having its registered office at , or a wholly-owned subsidiary of , a global/Indian company (hereinafter referred to as the "**Member Company**" or "**Company**").

(IDSPS, IESA and the Member Company are hereinafter individually referred to as a "Party" and collectively as the "Parties").

WHEREAS:

- The Parties intend to collaborate under a national initiative to support the semiconductor and electronics ecosystem in India and globally, forming a cooperative alliance under the name **"National Industry Consortium" (NIC)**;

- The Parties desire to jointly establish a framework for research, workforce development, and global industry collaboration under the **Indian Design, Semiconductors, Packaging and Systems (IDSPS)** program;

- **IDSPS** is a division operating under IESA, with independent staffing and a separate governance structure, Governing Board, Bank Account, etc.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

---

1. Agreement Structure:

Each participating company shall select one or more of the twelve strategic research areas and the membership type they choose to join. All contributions—public and private—shall be deposited into a **Section 8 Company** (not-for-profit) account, which shall administer and allocate funds to the four Cluster Centres: Design, Devices, Packaging, and System Integration.

---

2. Expected Outcomes:

- Development of cutting-edge technologies with shared Intellectual Property (IP)
- Creation of an advanced technology workforce across all 12 strategic research areas
- Establishment of a global supply chain for manufacturing research leading to industry prototypes in India
- Promotion of entrepreneurship and industry-academia collaboration through shared IP and incubation support

---

3. Governing Law & Dispute Resolution:

3.1 This Agreement shall be governed by and construed in accordance with the **laws of India.**
3.2 Any dispute arising out of or in connection with this Agreement shall be first attempted to be resolved amicably through discussions between the Parties.
3.3 Failing resolution within thirty (30) days, the dispute shall be referred to arbitration under the **Arbitration and Conciliation Act, 1996**, with the seat of arbitration in **Bengaluru, Karnataka**. The decision of the sole arbitrator shall be final and binding.

---

4. Other Items:

4.1 This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written agreements.
4.2 Any modification or amendment to this Agreement shall be valid only if made in writing and duly signed by authorised representatives of both Parties.

---

5. Membership Categories & Fees

5.1 Please make the following two choices for each of the Strategic Research Area(s) of interest to your company from the table below:

a. Select one or more of the Strategic Research Area(s) of interest to your company
b. Membership Type: Full Membership or Associate Membership for each SRA

Full Membership:

Cost is INR 35 Lakhs per year for each SRA your company joins.

1. Each full member will get one or more customized research project (s) in the SRA they join
2. Get IP for all the research projects in the SRA they join. They get non-exclusive royalty free license for the company and its subsidiaries to use the technology for the duration of their membership. IP belongs to IDSPS Company.
3. Get visibility of all the research in the entire consortium
4. Can indicate the research focus areas of interest in other SRAs, but there’s no commitment from IDSPS to undertake research in those chosen focus areas

Associate Membership:

Cost is INR 20 Lakhs per year for each SRA your company joins.

1. Can indicate their research focus areas of interest for each company in the SRA they join
2. ICC will not offer customized project(s) for this membership type
3. Get visibility of all the research in entire consortium
4. Can indicate the research focus areas of interest in other SRAs, but there’s no commitment from IDSPS to undertake research in those chosen focus areas
5. They receive no IP benefits

SRA No.	Strategic Research Area (SRA)	SRA Selected	Membership		No. of PhD Scholars (Minimum 2)			
			Full	Associate	2	3	4	5
1A	Computing: System Design & Architectures	☐	☐	☐	☐	☐	☐	☐
1B	Package Design	☐	☐	☐	☐	☐	☐	☐
2A	Next Gen CMOS (<3nm)	☐	☐	☐	☐	☐	☐	☐
2B	Power Devices	☐	☐	☐	☐	☐	☐	☐
3	Interconnecting Electronic Substrates	☐	☐	☐	☐	☐	☐	☐
4	Integrated Opto-electronics	☐	☐	☐	☐	☐	☐	☐
5	Predictive Modelling & Design	☐	☐	☐	☐	☐	☐	☐
6	6G Integrated Systems	☐	☐	☐	☐	☐	☐	☐
7	Integrated Sensors & MEMS	☐	☐	☐	☐	☐	☐	☐
8	Materials – Device, Components & Packaging	☐	☐	☐	☐	☐	☐	☐
9	IC & Board Assembly	☐	☐	☐	☐	☐	☐	☐
10	Power Electronics	☐	☐	☐	☐	☐	☐	☐
11	Thermal Technologies	☐	☐	☐	☐	☐	☐	☐
12	System Level Electrical Test	☐	☐	☐	☐	☐	☐	☐

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written:

For IDSPS, A DIVISION OF INDIA ELECTRONICS AND SEMICONDUCTOR ASSOCIATION (IESA):

Digital Signature or Company Seal

By:

Name:

Designation:

For

Digital Signature or Company Seal

By:

Name:

Designation:

NATIONAL INDUSTRY CONSORTIUM: NON-DISCLOSURE AGREEMENT *Between*

IDSPS Organization, a division of IESA, BANGALORE, INDIA

and

Dated:

This Membership Agreement (“Agreement”) is made and entered into on the date mentioned above by and between:

3. **IDSPS, a division of India Electronics and Semiconductor Association** (hereinafter referred to as “**IESA**”), a society duly registered under the applicable laws of India, having its registered office at 16, Kensington cross road, Near Milenia, Ulsoor, Bangalore 560008

AND

4 , a company incorporated under the Companies Act, 2013 and having its registered office at ,or a wholly-owned subsidiary of , a global/Indian company (hereinafter referred to as the “**Member Company**” or “**Company**”).

(IDSPS, IESA and the Member Company are hereinafter individually referred to as a “Party” and collectively as the “Parties”).

WHEREAS:

- The Parties intend to collaborate under a national initiative to support the semiconductor and electronics ecosystem in India and globally, forming a cooperative alliance under the name **“National Industry Consortium” (NIC**);
- The Parties desire to jointly establish a framework for research, workforce development, and global industry collaboration under the **Indian Design, Semiconductors, Packaging and Systems (IDSPS)** program;
- **IDSPS** is a division operating under IESA, with independent staffing and a separate governance structure, Governing Board, Bank Account, etc.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

V

Article 1. Confidential Information

"Confidential Information" means business and technical information in possession of each party hereto which is disclosed by either party to the other party during the term of this Agreement for the Purpose. Confidential Information shall be in written form and clearly marked, labeled or stamped as "Confidential" or the like so as to eliminate any confusion as to what constitutes Confidential Information. In the event that it is first disclosed in intangible form and/or orally or visually, it shall be identified as "Confidential" at the time of disclosure and summarized in written form and clearly marked, labeled or stamped as "Confidential" or the like, and delivered to the receiving party within thirty (30) days of the original disclosure. Confidential Information shall not include the information which:

a) is already known to the receiving party at the time of receipt from the disclosing party as evidenced by written documentation; or

b) is disclosed to the receiving party without being imposed any confidentiality obligations by a third party having no obligation to the disclosing party to hold the Confidential Information secret; or

c) either is published or otherwise made available to the public at the time of its receipt from the disclosing party, or becomes published or available to the public through no fault of the receiving party; or

d) is independently developed by the receiving party without violating this Agreement as evidenced by written documentation; or

e) is expressly approved in writing by the disclosing party for release or other use by the receiving party.

Article 2. Disclosure

Upon the execution of this Agreement, each party may disclose to the other party the Confidential Information in its possession within the scope that the disclosing party would reasonably consider necessary for the Purpose.

Article 3. Supply of Samples

Upon the execution of this Agreement, the disclosing party may, further, provide the receiving party with samples which incorporates its technology within the scope that the disclosing party would reasonably consider necessary for the Purpose.

Article 4. Confidentiality Obligation

4.1 The parties hereto agree to use any and all Confidential Information of the other party disclosed hereunder only for the Purpose and not to use them for any other purposes. The parties further agree not to divulge the Confidential Information to any third party including any subsidiaries and affiliates of each party without the prior written consent of the other party.

4.2 The parties agree to disclose Confidential Information of the other party only to its employees and officers who have a need to know for the Purpose, imposing on such employees and officers the substantially same obligation of confidentiality and non-use as the receiving party assumes hereunder prior to disclosure.

4.3 Notwithstanding Articles 4.1 and 4.2 above, either party may disclose the Confidential Information of the other party disclosed hereunder within the scope necessary for the Purpose to Affiliates of a party hereto, imposing on such Affiliate the substantially same obligation of confidentiality and non-use assumed by it hereunder prior to disclosure. For the purpose hereof, "Affiliate" shall mean any other person or company that, directly or indirectly controls, is controlled by, or is under common control with Partner or REC; where "control" shall mean the power to direct or cause the direction of the management or policies of such person or company, whether through the ownership of voting securities, by contract or otherwise, and the terms "controls", "controlled by", and "under common control with" shall have correlative meanings.

4.4 Notwithstanding Articles 4.1 and 4.2 above, in the event that the receiving party is required to disclose by laws or regulations of a governmental body or by court order, the receiving party may disclose the Confidential Information of the other party; provided, however, that the receiving party shall make best efforts to afford the Confidential Information of the other party the highest level of protection. Moreover, the receiving party shall notify the other party of such disclosure as early in advance as possible.

Article 5. Handling of Samples

The receiving party agrees to use samples provided by the disclosing party only for the Purpose and the receiving party agrees not to transfer, assign, distribute, encumber, reverse-engineer, analyze chemically or otherwise use any of them without the prior written consent of the disclosing party.

Article 6. Return of Materials

In the event the disclosing party should reasonably request, the receiving party shall immediately cease to use and return to the disclosing party or destroy all documents, tangible items provided by the disclosing party hereunder and all copies, summaries, records, descriptions, modifications, drawings and adaptations that it has made from such documents and tangible items which contain the Confidential Information.

Article 7. Damages

The damages to the disclosing party that would result from the unauthorized use or divulging of the Confidential Information would be impossible to calculate. Accordingly, both parties hereby agree that the disclosing party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The disclosing party shall be entitled to recover its costs and fees, including attorneys' reasonable fees, incurred in obtaining any such relief.

Article 8. No Warranty

In providing Confidential Information hereunder, the disclosing party makes no representation or warranty, express or implied, as to the sufficiency of the Confidential Information for any purpose or of its freedom from defect, nor shall the disclosing party incur any responsibility or obligation by reason of disclosure of such Confidential Information, except as otherwise expressly provided herein. All Confidential Information provided by either party under this Agreement is provided "AS IS".

Article 9. Governing Law

This Agreement shall be adjudicated, construed and interpreted in accordance with the laws of India without regard to any principle of conflicts of law.

Article 10. Settlement of Dispute

Should any disputes arise between the parties in connection with this Agreement, the parties shall use their best efforts to resolve the dispute through negotiation between the parties. Any such dispute not satisfactorily settled by the parties within thirty (30) days shall be settled by arbitration under the Arbitration and Conciliation Act, 1996, with the seat of arbitration in Bengaluru, Karnataka. The decision of the sole arbitrator shall be final and binding.

Article 11. Term

11.1 This Agreement shall take effect on the Effective Date and remain in full force for a period of three (3) years thereafter; provided, however, that Article 4 shall survive an additional five (5) years after the expiration or termination of this Agreement, and Articles 6, 7, 8, 9, 10, 12 and 13 shall survive without any limitation.

11.2 In case of bankruptcy or insolvency or liquidation of the other party, either party may terminate this Agreement without any notice to the other party forthwith.

Article 12. Entire Agreement

This Agreement shall constitute the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all negotiations or communications between the parties prior to the execution of this Agreement.

Article 13. Miscellaneous

13.1 Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

13.2 In the event that any of the provisions of this Agreement should be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect; and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties hereto further agree to execute and deliver such amendatory contractual provisions to accomplish as nearly possible the goals and purposes of the provision so held to be void or unenforceable.

13.3 Neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld.

13.4 No license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the receiving party any rights therein.

13.5 Nothing in this Agreement shall be construed to create any agency, partnership, or joint venture relationship between the parties hereto.

13.6 Each party covenants and warrants that it will not disclose to the other party any information that contains information, technology or data subject to the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR) or other export controls including Nuclear Regulatory Commission and Department of Energy, unless and until it obtains the written consent of the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written:

For IDSPS, A DIVISION OF INDIA ELECTRONICS AND SEMICONDUCTOR ASSOCIATION (IESA):

Digital Signature or Company Seal

By:

Name:

Designation:

For

Digital Signature or Company Seal

By:

Name:

Designation: