



उत्तर प्रदेश UTTAR PRADESH



TATA CONSULTANCY SERVICES



Memorandum of Understanding
Between

Tata Consultancy Services Ltd. and Madan Mohan Malaviya Engineering College, Gorakhpur

This Memorandum of Understanding (MoU) is entered into this 25th April, 2012 by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter referred to as "TCS"), on the One Part.

And

Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962 (hereinafter referred to as "the AIP Collaborating Institute").

Recitals

- a. TCS is in the business of Software development and Consultancy Services and other allied businesses for its Clients worldwide.
- b. Madan Mohan Malaviya Engineering College is one of the oldest engineering colleges in India
- c. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the AIP Collaborating Institute and TCS.
- d. Following the tradition of India's most admired corporate group TATA, TCS has been involved in strengthening the Academic Community around the world through TCS - Academic Interface Programme (AIP). AIP has been involved in various programs to bridge the gap between campus and Corporate and thereby enhancing the



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employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers, Student Awards to encourage healthy competition at colleges, Internship training opportunity for students.

- e. And Whereas Madan Mohan Malaviya Engineering College has evinced keen interest in the said TCS Academic Interface Programme and offered to be a part of it as a collaborator.



NOW THIS MOU WITNESSETH as follows:

Areas of cooperation

1. TCS agrees to offer a package of TCS Academic Interface Programme, containing the following, to the AIP Collaborating Institute. TCS shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships

Item #	Item Description	Target per year
1.	Workshops for students	4
2.	Faculty Development Programmes	2
3.	Best Student Award	1
4.	Best Student Project Awards (maximum of 4 students in the team)	1
5.	Internship	For 2% of the students offered placement in TCS

3. The AIP Collaborating Institute shall explore the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience.



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4. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU.
5. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by TCS hereunder, and all customizations, enhancements and modifications thereof, will not be transferred from TCS to the AIP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with TCS.
6. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
7. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
8. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
9. This MoU may not be amended without the prior written consent of both the parties.

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[Handwritten signature]

9. This MoU will be effective for three years from 25th April, 2012 – 24th April, 2015. This MoU can be renewed based on mutual convenience.

10. Governing Law: This MoU shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.

11. Termination: Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.

12. Notices: All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS : Tata Consultancy Services
TCS House,
Raveline Street, 21 D.S. Marg, Fort,
Mumbai – 400 001.

To the AIP Collaborating Institute: Madan Mohan Malaviya Engineering College, Gorakhpur, Uttar Pradesh

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

13. Tata Code:

The business activities of TCS are self regulated by the "Tata Code of Conduct." The AIP Collaborating Institute undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

14. FORCE MAJEURE:

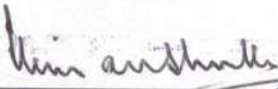
If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- c) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- d) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

15. Indemnity: Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.


 Himanshu Kumar
 General Manager & Regional Head HR
 Tata Consultancy Services Ltd.
 Lucknow - 226010
 25/4/12
 Himanshu Kumar
 General Manager - HR


 Dr. J.P. Saini
 Principal
 Madan Mohan Malaviya Engineering College
 Gorakhpur - 2273010
 (Prof. J.P. Saini)
 Principal
 Madan Mohan Malaviya Engineering College
 Gorakhpur - 2273010

Witnesses:

1. Prof. Pramod Prasad (Professor In Charge, Training and Placement, Madan Mohan Malaviya Engineering College)

2. Rajit Sikka (Consultant, Tata Consultancy Services Ltd.)

