

SRM University (Haryana) and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and SRM University, Plot No. 39, Rajiv Gandhi Education City, Sonapat, Haryana 131029, India

WHEREAS, SRM University and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer;

WHEREAS, the parties anticipate that Customer will elect to engage IBM as the primary and preferred technology provider for IT hosting, hardware, software and services.

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2. Termination

This MOU will terminate on **5 years from the date of signing** unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by SRM University and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:02:22 IST

e-Signed by Jagadish K G
on 2022-04-05 18:00:10 IST

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

5. Publicity

IBM and SRM University each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MOU does not purport to cover all aspects of this business relationship.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:02:25 IST

e-Signed by Jagadish K G
on 2022-04-05 18:01:05 IST

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the SRM University and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of

IBM India Private Limited

e-Signed by Jagadish K G
on 2022-04-05 18:01:07 IST
By: _____

Name:

Title:

SRM University

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:02:50 IST
By: _____

Name:

Title:

Attachment 1 - Roles and Responsibilities

Foreseen benefits of the collaboration

a) SRM UNIVERSITY

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location / institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution

b) IBM

- Availability of skilled resource pool armed with IBM Software skills that various organizations may want to evaluate for recruitment
- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

IBM and SRM University, acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and SRM University are keen to cooperate in a way that shall benefit SRM University students pursuing a career in the industry.

SRM University shall rollout **Post-graduate / Under-graduate/ Certificate / Value added programs** with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have SRM University commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by SRM University. IBM's responsibilities under this Agreement are subject to SRM University fulfilling its responsibilities under the MoU.

The curriculum may be provided by IBM or jointly developed by IBM and/or SRM University designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and SRM University from time to time with mutual agreement.

Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, SRM University and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:

- Vice-Chancellor / Head of SRM University or his nominee as the Chairperson;
- One representative from each party as members
- A Project Coordinator from SRM University who shall also be the Convener of the Committee.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:03:13 IST

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on 2022-04-05 18:01:10 IST

Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Head, SRM University.

The Committee shall recommend on course curriculum, course content, delivery. The Committee shall monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment, promoting the programs arising from this MoU, approving the content and recommending changes therein, and the program prospectus.

Following are the proposed roles and responsibilities:

a) IBM

- Appoint member to the committee
- To supply courseware for the students as required
- To help SRM University to develop curriculum for various programs which SRM University wants to roll out with IBM
- To nominate IBM SME to Board of Studies
- Provide the participation certificates for all the students who have successfully completed the course
- IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

b) SRM University

- Appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
- Provide detailed session plan
- Share the student data with IBM who apply and enroll to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program by IBM
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources
- Confirm and process the payments to IBM in advance on agreed schedule.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:03:17 IST

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on 2022-04-05 18:01:11 IST

SRM University has admitted students in 2018 under the following programs:

1. **B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)**
2. **B. Tech (CSE) with Specialization in Cloud and Mobile Application Development (in association with IBM)**
3. **B. Tech (CSE) with Specialization in Big Data Analytics (in association with IBM)**

SRM University has admitted students in 2019 under the following programs:

1. **B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)**
2. **B. Tech (CSE) with Specialization in Cloud and Blockchain Application Development (in association with IBM)**

SRM University has admitted students in 2020 under the following programs:

1. **B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)**
2. **B. Tech (CSE) with Specialization in Cloud and Mobile Application Development (in association with IBM)**
3. **B. Tech (CSE) with Specialization in Blockchain and IoT Application Development (in association with IBM)**

SRM University has admitted students in 2021 under the following programs:

1. **B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)**
2. **B. Tech (CSE) with Specialization in Cloud and Mobile Application Development (in association with IBM)**
3. **B. Tech (CSE) with Specialization in Blockchain and IoT Application Development (in association with IBM)**
4. **MBA with Specialization in Big Data Analytics (in association with IBM)**
5. **BBA in Business Analytics (in association with IBM)**

SRM University would admit students in 2022 under the following programs:

1. **B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)**
2. **B. Tech (CSE) with Specialization in Blockchain and IoT (in association with IBM)**
3. **MBA with Specialization in Big Data Analytics (in association with IBM)**
4. **BBA in Business Analytics (in association with IBM)**

IBM shall provide reasonable support as set forth below to have SRMU commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products for education purposes, identified courseware and academic support through Subject Matter Experts ("SME").

The provision of software, IBM materials and services shall be under and subject to a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials and services by SRMU.

IBM's responsibilities under this MoU are subject to SRMU fulfilling its responsibilities under the MoU and the relevant agreement signed with IBM.

The curriculum of the aforementioned Courses shall be jointly developed by IBM and SRMU designated SMEs. There may be additional specialized offerings and curriculum, which may be reviewed and updated by IBM and SRMU from time to time with mutual agreement.

IBM and SRMU shall jointly monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment with respect to promoting the program, approving the content and recommending changes therein, the program prospectus and fee structure.

IBM under Career Education Program shall provide the following:

- relevant IBM course material through the provisioned Private Instance of IBM Developer Skills Network
- training services for the chosen modules through IBM personnel or designated IBM business partners (in the programs commissioned with training services)
- support for curriculum development of courses

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on 2022-04-06 17:03:21 IST

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on 2022-04-05 18:01:12 IST

- make the IBM ecosystem of Independent Software Vendors and business partners and other relevant teams in IBM aware about this program through its communication channels like newsletters, and Electronic Direct Mailers
- certificate of training completion to students who have successfully completed the course

SRMU will appoint faculty members and program convener and other required resources to:

- co-develop the curriculum of the program
- promote the program through various channels, develop collateral and market the program
- conduct the admissions, deliver courses agreed as per the curriculum, conduct evaluations/assessments and issue certificate accordingly
- provide detailed session plan
- share student data of students who apply and enroll to the program with IBM
- provide the required infrastructure for running the courses as per IBM's specifications
- confirm and process the payments to IBM in advance on agreed schedule as set out in the signed agreement with IBM

The **program teach out** for **admission years 2018, 2019, 2020, 2021 and 2022** shall follow the course schematic and associated program commercials as detailed below:

For Admission Year -- 2018										
Student Development program - B Tech in CSE - MoQ* - 127										
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - 86		Cloud & Mobile - 21		Big Data & Analytics - 20		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	IBM SME	University Faculty	
6	Artificial Intelligence	32	IBM	Yes		Yes		Yes		7600
6	No SQL and Mongo DB		IBM		Yes		Yes		Yes	
6	ARDBMS		IBM				Yes			
6	Deep Learning	32	IBM	Yes						
6	Microservices architecture and Implementation	32	IBM			Yes				
6	Data Visualization & Machine Learning (Based on Data Science Course)	32	IBM					Yes		
7	Quantum Computing	32	IBM	Yes						7600
7	DevOps		IBM				Yes			
7	Industry Session: IoT Based Application	16	IBM			Yes				
7	Industry Session: Deep Learning	16	IBM	Yes				Yes		
7	Blockchain	32	IBM		Yes	Yes		Yes		
7	Data Science (Predictive Analytics)		IBM						Yes	
7	Foundation Course in Application and Cloud Security		IBM				Yes			

For Admission Year -- 2019									
Student Development program - B Tech in CSE									
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - MoQ* - 103		Cloud & Blockchain - MoQ* - 38		Unit Price (in INR) Exclusive of any applicable taxes	
				IBM SME	University Faculty	IBM SME	University Faculty		
4	Essentials of SE (OOD and SW Life Cycle) - Agile Development Methodologies		IBM		Yes		Yes	17500	
4	FCEAD using IBM rational Tool / Cloud Application Developer	32	IBM	Yes		Yes			
5	Machine Learning using R	32	IBM	Yes				17500	
5	IoT Application Development		IBM				Yes		
5	Essentials of Hadoop		IBM		Yes		Yes		
6	Artificial Intelligence	32	IBM	Yes		Yes		24000	
6	Project Phase-1		IBM		Yes		Yes		
6	Industry Session	8	IBM	Yes		Yes			
6	ARDBMS		IBM		Yes		Yes		
7	Project Work Phase-1		IBM					24000	
7	Industry Session	8	IBM	Yes		Yes			
7	Blockchain	32	IBM	Yes		Yes			
7	Data Science (Predictive Analytics)		IBM		Yes				
7	DevOps		IBM						
7	Foundation Course in Application and Cloud Security		IBM				Yes		

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For Admission Year - 2020										
Student Development program - B Tech in CSE - MoQ* - 84										
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - 76		Cloud & Mobile - 5		Blockchain & IoT - 3		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	IBM SME	University Faculty	
4	Industry Session	8	IBM	Yes		Yes		Yes		24000
4	Essentials of SE (OODAD and SW Life Cycle) - Agile Development Methodologies		IBM		Yes		Yes		Yes	
4	FCEAD using IBM rational Tool / Cloud Application Developer	32	IBM	Yes		Yes		Yes		
5	Machine Learning	32	IBM	Yes		Yes		Yes		17500
5	IoT Application Development		IBM						yes	
5	Essentials of Hadoop		IBM		Yes		Yes		Yes	
6	Artificial Intelligence	32	IBM	Yes		Yes		Yes		34000
6	Project Phase-1		IBM		yes		yes		yes	
6	ARDBMS		IBM		Yes		Yes		yes	
6	Microservices architecture and Implementation	32	IBM	Yes		Yes		yes		24000
7	Project Work Phase-2		IBM		yes		yes		yes	
7	DevOps		IBM		yes		yes		yes	
7	Industry Session	8	IBM	Yes		Yes		yes		
7	Blockchain	32	IBM	Yes		Yes		Yes		
7	Data Science (Predictive Analytics)		IBM		Yes					
7	Foundation Course in Application and Cloud Security		IBM				Yes		yes	

For Admission Year - 2021										
Student Development program - B Tech in CSE - MoQ* - 100										
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - 94		Cloud & Mobile - 4		Blockchain & IoT - 2		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	IBM SME	University Faculty	
4	Industry Session	8	IBM	Yes		yes		yes		24000
4	Agile Development Methodologies		IBM		Yes		Yes		Yes	
4	Cloud Application Development	32	IBM	Yes		Yes		Yes		
5	Machine Learning	32	IBM	Yes		Yes		Yes		17500
5	Microservices architecture and Implementation		IBM				yes			
5	Essentials of Hadoop		IBM		Yes		Yes		yes	
5	Dockers & Kubernetes		IBM						Yes	24000
6	NO SQL and Mongo DB		IBM		Yes		Yes		Yes	
6	Artificial Intelligence	32	IBM	Yes		Yes		Yes		
6	IoT Base Application Development		IBM						Yes	
6	Cloud Native Application Development / Deployment of Private Cloud		IBM				Yes			
6	Mobile Application Development using IoT / Open Shift		IBM				Yes		Yes	
6	Industry Session	8	IBM	Yes		Yes		Yes		
6	Identity and Access Management		IBM						Yes	24000
7	Industry Session	8	IBM	Yes		Yes		Yes		
7	Blockchain	32	IBM						Yes	
7	Data Science (Predictive Analytics)		IBM		Yes					
7	Foundation Course in Application and Cloud Security		IBM				Yes			
7	Web Services		IBM				Yes			
7	Big Data Security		IBM	Yes						

For Admission Year - 2021 onwards							
Student Development program - BBA in Business Analytics - MoQ* - 25							
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Business Analytics			Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	Minimum MoQ		
2	Data Analytics Fundamentals (Theory)	24	IBM	Yes	25		25000
3	Data Engineering for Analytics (Theory & practical)	32	IBM	Yes	25		33000
4	Dashboard Analytics and Reporting with BI (Theory & Practical)	32	IBM	Yes	25		33000
5	Statistics Fundamentals for analytics (Theory & Practical)	32	IBM	Yes	25		33000
6	Analytics with R (Theory & Practical)	24	IBM	Yes	25		25000

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on 2022-04-05 18:01:32 IST

For Admission Year - 2021						
Student Development program - MBA in Big Data Analytics - MoQ* - 25						
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Big Data Analytics		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	
2	Programming using Python (Theory & Lab)		IBM		Yes	33000
2	Design Thinking (Theory)	32	IBM	Yes		
3	Predictive analysis (Theory & Lab)	32	IBM	Yes		33000
3	Enterprise Resource Planning (Theory & Lab)		IBM		Yes	
4	Cognitive Decision System for managers (theory and lab)	32	IBM	Yes		33000
4	Block chain for business		IBM		Yes	

For Admission Year - 2022								
Student Development program - B Tech in CSE - MoQ* - 100								
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI		Blockchain & IoT		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	
1	Industry Session	16		Yes		Yes		11000
2	Industry Session	16		Yes		Yes		11000
3	Python Programming	32	IBM	Yes		Yes		17500
4	Agile Development Methodologies		IBM		Yes		Yes	17500
4	Cloud Application Development	32	IBM	Yes		Yes		
5	Machine Learning	32	IBM	Yes		Yes		17500
5	Application and Cloud Security		IBM				Yes	
5	Essentials of Hadoop		IBM		Yes		Yes	
5	Dockers & Kubernetes		IBM				Yes	
6	NO SQL and Mongo DB		IBM		Yes		Yes	24000
6	Artificial Intelligence	32	IBM	Yes		Yes		
6	IoT Based Application Development		IBM				Yes	
6	Mobile Application Development using IoT / Open Shift		IBM				Yes	
6	Industry Session	8	IBM	Yes		Yes		24000
6	Identity and Access Management		IBM				Yes	
7	Industry Session	8	IBM	Yes		Yes		
7	Blockchain	32	IBM					
7	Data Science (Predictive Analytics)		IBM		Yes			24000
7	Big Data Security		IBM	Yes		Yes		

For Admission Year - 2022						
Student Development program - MBA in Big Data Analytics - MoQ* - 25						
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Big Data Analytics		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	
1	Sectoral Analytics (Theory & Lab)	32	IBM	Yes		33000
1	Changing Business with Data Insights (Theory & Lab)		IBM		Yes	
2	Programming using Python (Theory & Lab)		IBM		Yes	33000
2	Design Thinking (Theory)	32	IBM	Yes		
3	Predictive analysis (Theory & Lab)	32	IBM	Yes		33000
3	Enterprise Resource Planning (Theory & Lab)		IBM		Yes	
4	Cognitive Decision System for managers (theory and lab)	32	IBM	Yes		33000
4	Block chain for business		IBM		Yes	

* - MoQ for each admission year is mentioned in the respective table above.

For admission year 2022 onwards, the fee applicable shall be from the first year admissions for all four years.

Any change in Taxes/ Duties applicable shall be charged at the time of actual Invoicing.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:04:09 IST

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on 2022-04-05 18:01:34 IST

- Please provision 4 weeks from date of order for setup of Private Instance of IBM Developer Skills Network
- Please factor 4 weeks to start delivery from date of order loading with advance payment on IBM
- The above fees is applicable only for 2018, 2019, 2020, 2021 & 2022 admission batches
- The unit price mentioned above in the table are in INR & exclusive of any applicable taxes
- SRM University needs to place an order for a minimum number of students based on the MoQ agreed in each semester for all the specializations even in case the actual number of admissions stands lesser than the minimum required number
- The fees per semester needs to be paid in advance prior to the semester commencement.
 - For odd semester, the fees must be paid before 15th June of that year
 - For even semester, the fees must be paid before 15th January of that year
 - For 2018 admissions (semesters 6 and 7), 2019 admissions (semesters 4, 5 and 6), all fees need to be paid by 15th April 2022
 - For 2020 admissions, the Semester 4 fee needs to be paid by 15th April 2022
 - For 2021 admissions:
 - B. Tech Semester 4 fee needs to be paid by 15th January 2023
 - BBA and MBA Sem 2 fee needs to be paid by 15th April 2022
 - For 2022 admissions, the Semester 1 fee for all tracks need to be paid by 20th Aug 2022

Please note that commercials for IBM SPSS either on-premise or virtual are excluded

The obligation herein is subject to the relevant Statement of Work (SoW) being shared and signed between the parties

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:04:12 IST

e-Signed by Jagadish K G
on 2022-04-05 18:01:35 IST

Attachment 2

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:04:15 IST

e-Signed by Jagadish K G
on 2022-04-05 18:01:38 IST

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:04:18 IST

e-Signed by Jagadish K G
on 2022-04-05 18:01:39 IST

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

SRM University

By: e-Signed by Prof. V. Samuel Raj
on 2022-04-06 17:04:21 IST

Authorized Signature:

Name (type or print):

Date:

Identification number:

Address:

Plot No. 39, Rajiv Gandhi Education City,
Sonapat, Haryana 131029, India

Agreed to:

IBM India Private Limited

By: e-Signed by Jagadish K G
on 2022-04-05 18:01:41 IST

Authorized Signature:

Name (type or print):

Date:

Agreement number:

IBM Address:

No. 12, Subramanya Arcade,
Bannerghatta Road,
Bangalore 560029, Karnataka, India.

Bond



Indian-Non Judicial Stamp Haryana Government



Date :18/03/2019

Certificate No. G0R2019C1649



GRN No. 45193079



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name: Xebia It architects India pvt ltd

H.No/Floor : Na

Sector/Ward : 59

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 0



Purpose : AGREEMENT to be submitted at Concerned office

AGREEMENT

This Agreement is executed on this day of _____ March '2019 ("Effective Date"),

By and Between;

M/s Xebia IT Architects India Private Limited a company incorporated under the provision of Companies Act, 1956 having its registered office at 411, 4th Floor, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi -110001 (hereinafter referred to as "**Xebia**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) through its CEO Mr. Anand Sahay, authorized to sign such agreements on behalf of M/s Xebia IT Architects India Private Limited of the FIRST PART

AND

SRM University, Delhi-NCR, Sonapat (hereinafter referred to as "**SRMUH**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) is a private university located in Sonipat in the state of Haryana, India, having its main campus at Plot no: 39, Rajiv Gandhi, Education City, Sonapat – 131029, Haryana assigns, through its Registrar; Dr. Manish Bhalla: of the SECOND PART.

"Parties" shall collectively mean SRMUH and Xebia and "Party" means each of SRMUH and Xebia individually.

WHEREAS, SRMUH and Xebia have agreed to launch certain new specializations in Computer Science and Engineering (CSE) programs wherein Xebia will act as industry academic partner for SRMUH to redesign the curriculum for such CSE programs besides providing specific engagement in faculty training and student learning/development;

WHEREAS, SRMUH shall engage with Xebia as an Industry Academic Partner and Provider for curriculum support services as stated in this Agreement.

NOW, THEREFORE, in order to ensure that the Agreement between parties regarding the Industry Academic Relationship that is sought does not create any confusion or misunderstanding, the following items represent points agreed to by the parties through this Agreement.

1. Basis of the Agreement

1.1 Xebia and SRMUH acknowledge the need for incorporation of emerging technologies and specializations in the Computer Science Engineering programs in order to provide relevant education

Manish Bhalla
Registrar
SRM University Haryana
Plot No. 39, R.G.E.C. Rd
131029 (HR)

and knowledge to students pursuing career in computer science engineering. SRMUH and Xebia have identified certain new specializations to be incorporated in the B.Tech Computer Science Engineering programs offered by SRMUH.

1.2 The objective of this Agreement is to establish a roadmap for the successful execution and rollout of such new specializations under computer science engineering programs. Both SRMUH and Xebia are keen to collaborate in such a way that it shall benefit the students pursuing these new computer science engineering programs at SRMUH.

1.3 SRMUH shall rollout the following full time B Tech in Computer Science Engineering (CSE) programs in collaboration with Xebia.

- **B. Tech. (CSE) with Specialization in DevOps in academic collaboration with Xebia**

1.4 Initially any one or two of these programs could be launched within the framework of this Agreement. However, in case both the parties intend to launch additional programs, including but not limited to Short term or online courses, the same need to be mutually approved and executed in writing vide an addendum to this Agreement which shall form the part and parcel of this Agreement binding on both the parties.

1.5 The above two programs are intended to be launched in Academic year 2019-20.

2. Roles and Responsibilities

The roles and responsibilities of the parties in connection with this Agreement are described below: -

2.1 Xebia's Responsibilities

- 2.1.1 The curriculum and courseware for specific course modules of the above-mentioned programs shall be developed by Xebia through designated subject matter experts and made available to SRMUH.
- 2.1.2 Xebia to deploy the selected faculty in SRMUH to deliver the above course.
- 2.1.3 The faculty for the course would be finalized and decided upon mutually and will be deployed by Xebia at SRMUH Campus starting Aug 1, 2019.
- 2.1.4 Every student will be provided with a soft copy for courseware in media friendly e-book format for the students who have enrolled for the program. SRMUH will be responsible for protecting the Xebia copyright for the content made available as a part of this agreement by way of extracting, printing or re-printing without permission (either part of whole) or copying anything from the Xebia-provided curriculum. Printed copies of the courseware can be made available to SRMUH faculty and students upon specific request and additional commercials.
- 2.1.5 Both the parties shall designate one Program Manager/Nodal Officer each, as the single point of contact from Xebia and SRMUH under this agreement.
- 2.1.6 Xebia to promote these programs within the Xebia client and partner network for placement opportunities for SRMUH students pursuing these courses.
- 2.1.7 Xebia to assist internship for students in each cohort/group who are eligible for internship within Xebia or its client and partner network.

- 2.1.8 Both the parties permit each other to use its brand logo for promotional and other activities incidental to these programs.
- 2.1.9 Xebia's support, obligations and discounted commercials are based on a minimum of 30 students in each program. If by any chance, students enrolled for a program is less than 30 students then Xebia will charge for a minimum of 30 students.
- 2.1.10 Industry projects and Internship support: Onsite internship/ Remote internship with Xebia or partner companies.
- 2.1.11 Participate in admission counselling and other marketing activities to assist SRMUH in the promotion of Xebia programs.
- 2.1.12 Hackathon Support for Xebia Programs
- 2.1.13 Industry Visit support and knowledge exchange programs for the students.
- 2.1.14 Professional Slack Networking tool from Xebia for ready-access to Xebia experts
- 2.1.15 Technical Webinars for students with Xebia experts including various access to Xebia content
- 2.1.16 Tech-Talks and Seminars by International experts
- 2.1.17 Placement assistance (within Xebia & Outside) to students enrolled into Xebia programs
- 2.1.18 Final assessment and Xebia certification on successful clearing the program. Additional weightage while looking for Job within Xebia or its partner companies.
- 2.1.19 Digital Badges for certified students.

3.1 SRMUH's Responsibilities

- 3.1.1 SRMUH will be responsible for determining the fees for the programs, number of students to be enrolled under these programs, award of degrees on successful completion of the program besides taking all regulatory and other approvals for launch of these programs at SRMUH.
- 3.1.2 SRMUH to guarantee a minimum billing of 30 students per program per academic year.
- 3.1.3 SRMUH to provide the detailed academic session plans to Xebia at least 8 weeks prior to start of the academic session.
- 3.1.4 SRMUH to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.5 SRMUH to share the student enrollment along with their email IDs data with Xebia within 30 days of the start of semester.
- 3.1.6 SRMUH to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This B.Tech Computer Science Program is being offered by SRMUH in collaboration with Xebia".
- 3.1.7 SRMUH to nominate Designated Project Coordinator.

Mail Bhalla
 SRM University Haryana
 Plot No. 39, R.G.E.C. Rd
 Gopapat-131 029 (HR)

- 3.1.8 SRMUH to provide regular feedback to Xebia on curriculum improvement based on feedback from faculty and students.
- 3.1.9 SRMUH to publish approved curriculum as part of SRMUH programs to be launched in industry academic collaboration with Xebia.
- 3.1.10 SRMUH will take care of all boarding, lodging and transfers to & from the Airport for any of the visiting Xebia team, faculty and industry SMEs at SRMUH campus. The stay should be in a comfortable, decently furnished guest house or hotel near SRM campus. All local transport of the Xebia faculty and SMEs will be borne by SRMUH.

4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, SRMUH and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") whose members and roles will be as listed under Clause 4.2.
- 4.2 The Vice-Chancellor of SRMUH or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from SRMUH who shall also be the Convener of the Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, SRMUH.
- 4.3 The JCC meeting shall have due representation from both SRMUH and Xebia to take decisions related to this Agreement.
- 4.3 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, SRMUH through the Academic Council of the University.
- 4.4 The JCC shall monitor and review the activities under this Agreement and recommend such actions or decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein.

5. Deployment of Human Resources

- 5.1 SRMUH shall provide considerable academic support and sales/marketing resources to market and administer the programs offered under this Agreement.
- 5.2 Xebia shall provide adequate number of Xebia's internal and industry subject matter experts for curriculum development/update and interaction with students/faculty, program support and administration besides marketing resources to propagate the new programs.

6. Commercial terms

- 6.1 SRMUH shall pay to Xebia fees as per the agreed commercials attached in the Annexure-1.
- 6.2 The commercials offered in Annexure-1 are only for the 2019-20 intake and applicable for the entire 4-year term of the program. All subsequent batches will be charged as per 6.3 below.

M. S. Bhalla
Registrar
SRM University Haryana
Plot No. 39, R.G.E.C. Road
Gurgaon-131 028 (HR)

- 6.3 The Xebia fees will be increased on mutually agreed basis from new academic intake. However, the fee shall be payable for net enrollments in a semester (after withdrawals and subject to a minimum payment of 30 students per course) and will be paid within 45 days of start of each semester (i.e. 15th Aug and 15th Jan). In case of nonpayment of dues, Xebia has the right to terminate the agreement without any notice period.
- 6.4 Per student per semester fees doesn't include any applicable taxes such as GST etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on Xebia's net income, then SRM agrees to pay that amount as specified in an invoice, unless SRM supplies exemption documentation.
- 6.5 SRM shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Xebia and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, SRM shall ensure that the Permanent Account Number ("PAN") of Xebia is quoted correctly in such quarterly TDS returns or any other document where the PAN of Xebia is required to be mentioned.

Time and Material rates –Consulting services provided with the prior approval of SRM will be charged at the additional time and material hourly rates that will be agreed separately with SRM. These rates apply to any services that are not described in this MOU, such as SME access for any custom course development, training programs for faculty & students, additional manpower for student-parent counselling, marketing and promotional events and conferences, etc.

7. Term and Termination

- 7.1 This Agreement shall be initially valid for period of 10 academic year intakes ending on 30th June 2029 and terms for renewal of this agreement post 30th June 2029 shall be mutually discussed & agreed upon by 30th Jan 2029. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till conclusion of their programs at prevailing rates per student per semester.
- 7.2 If at any time any party wishes to withdraw from this Agreement, it may do so with or without any cause by providing the other party with a one-year notice after minimum of 2 years of the first intake. This intention to terminate this agreement must be provided in writing. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both parties wherein each party would be bound to provide its services as enumerated in this Agreement. Xebia will continue to be paid for the services rendered to such students even after the notice of termination is provided.
- 7.3 In case of non-payment, Xebia has the right to terminate the agreement without any notice.

8. Confidentiality

- 8.1 The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law, the other party shall be kept duly informed of the same.

Manjushree
Registrar
SRM University Haryana
Plot No. 39, R.G.E.C. Road
Sonapat-131 028 (HR)

- 8.2 Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

8.2.1 Disclosure

Information shall be disclosed either:

- a) In writing;
- b) By delivery of items;
- c) By initiation of access to Information, such as may be in a data base; or
- d) By oral or visual presentation.

- 8.2.2 Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

8.3 Obligations

The Recipient agrees to:

- 8.3.1 Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 8.3.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- 8.3.3 The Recipient may disclose Information to:

Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and

Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient shall have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

8.4 Confidentiality Period

- 8.4.1 Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and 1 year after the termination of this Agreement.

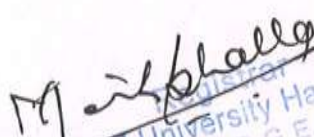
8.5 Exceptions to Obligations:

The Recipient may disclose, publish, disseminate, and use Information that is:

- 8.5.1 Already in its possession without obligation of confidentiality;
- 8.5.2 Developed independently;
- 8.5.3 Obtained from a source other than the Discloser without obligation of confidentiality;
- 8.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 8.5.5 Disclosed by the Discloser to another without obligation of confidentiality.
- 8.5.6 The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.
- 8.5.7 The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.
- 8.5.8 The receipt of Information under this Agreement shall not in any way limit the Recipient from:
 - a. Providing to other products or services which may be competitive with products or services of the Discloser;
 - b. Providing products or services to others who compete with the Discloser; or
 - c. Assigning its employees in any way it may choose.
- 8.5.9 The Recipient shall:
 - a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
 - b. Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect for one year after the termination of agreement.

9. Limitation of Liability

- 9.1 In the event of any breach of the terms of this Agreement, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this Agreement for material breach.


SRM University Haryana
Plot No. 39, R.G.E.C. Rd
Sonapat-131 029 (Haryana)

9.2 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to SRMUH for which there may be no adequate remedy at law, and thus SRMUH shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

9.3 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to Xebia for which there may be no adequate remedy at law, and thus Xebia shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

10. Indemnification

10.1 Both parties have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against the defaulting party, arising out of and as a result of any callous, negligent, deficient action or omission by the defaulting party and has undertaken to keep the aggrieved party indemnified against all losses and damages including expenses incurred by the aggrieved party while defending the claim (inclusive of legal expenses) in any court as a result of any such claim, demands, proceedings, prosecutions or actions. Besides this, Xebia warrants as:

10.1.1 Xebia is the sole developer and owner of the content supplied under this Agreement and it has rights in the use of the said content in any manner.

10.1.2 Xebia shall ensure the final material developed is adequately plagiarism free.

11. Publicity

11.1 Xebia agrees allowing SRMUH to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals without any prior consent of Xebia during the tenure of this Agreement.

11.2 SRMUH agrees allowing Xebia to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals without any prior consent of SRMUH during the tenure of this Agreement.

12. Governing Law

12.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

13. Arbitration

13.1 Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering

M. K. Bhatia
Registrar
CPJL University Haryana
No. 39, R.G.E. Road
Gurgaon - 131 022
Page 8 of 12

on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The seat of arbitration shall be New Delhi.

14. General

14.1 This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the SRMUH and Xebia IT Architects India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

14.2 Each party shall be responsible for its own expenses in connection with these discussions.

14.3 Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

14.4 Neither of the parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void.

15. Notice

15.1 Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. to the afore-mentioned Program Manager/Nodal Officer of parties at their respective addresses / E-Mail Ids mentioned herein below and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;

Program Manager/Nodal Officer For SRMUH:

Name: Dr Manish Bhalla

Designation: Registrar

Address: Plot No 39, Rajiv Gandhi Educational City, P. S Rai, Delhi-NCR, Sonapat Haryana-131029

Email: registrar@srmuniversity.ac.in

Name: Mr. Manoj Madhavan Kutty

Designation- Deputy Director (Admissions) & Coordinator (International Relations)

Address: Plot No 39, Rajiv Gandhi Educational City, P. S Rai, Delhi-NCR, Sonapat Haryana-131029

Program Manager/Nodal Officer For Xebia:

Name: Brijesh Kohli

Designation: Director of Xebia Academy

Address: Capital Cyberscape, 4th Floor, Sector-59, Golf Course Extension Road Gurugram, Haryana 122005

Email: Brijesh.kohli@xebia.com

Manish Bhalla
SRM University Haryana
Plot No. 39, R.G.E.C. Rai
Sonapat-131 029 (Haryana)

17. **Non-Solicitation of Employees:** During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away any person employed by the other Party.

<p>Agreed to: SRM University, Delhi-NCR, Sonapat</p> <p> Authorized Signatory</p> <p>Registrar SRM University Haryana Plot No. 39, R.G.E.C. Rai Sonapat-131 029 (HR)</p> <p>Name: Dr. Manish Bhalla Designation: Registrar</p>	<p>Agreed to: Xebia IT Architect India Private Limited (Xebia)</p> <p> Authorized Signatory</p> <p></p> <p>Name: Anand Sahay Designation: CEO</p>
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ANNEXURE – I

Commercials for SRMUH			
Item	Number of learners	Price (in INR)	Inclusions
Courseware charges payable per learner per semester	0 – 30	INR 22,000 + Taxes	A minimum of 30 new students fee each year will be payable per student per semester for the program irrespective of the actual enrolments. In the event actual enrolment is lesser than 30 then minimum pay-out of 30 students will be billed.
Courseware charges payable per learner per semester	30 & above	INR 20,000 + Taxes	For more than 30 new students each year. This pricing tier will be applicable.
Printed copy of Student Course material (if requested)	1	Included in the student fee mentioned above	Student handbook and Lab guide included as standard.
Important notes:			
Standard Courseware for each semester includes the following -			
<ul style="list-style-type: none"> ✓ Student Course e-book(s) ✓ Student Lab Guide(s), ✓ Instructor slide deck, ✓ Instructor handbook ✓ Mock Test MCQs ✓ Printed copy of student handbook to all students 			
2	Student course material will be available in e-book & printed format to all students. If specifically required, printed copies can be ordered from Xebia. Any unauthorized copies printed or reprinted beyond the student enrollment will constitute breach of IP ownership rights of Xebia.		
3	LMS-ready format of material will be provided. Any technical integration & development is not included scope. If requested by SRM, such support with specific commercials will be provided and payable by the University.		
4	Instructor slide deck is provided as a standard tool. Faculty members are free to use their own material in addition to the standard decks & reference material.		
5	All costs pertaining to local accommodation, food, airfare and airport transfers pertaining to courses delivery by Xebia trainers or other staff involved in supporting the delivery, Guest speakers for Tech Talks and other on-campus programs will be borne by Xebia.		
6	All registered students - <ul style="list-style-type: none"> ✓ Get access to professional Slack networking tool from Xebia for ready-access to Xebia experts. ✓ Get access to technical talks and webinars by Xebia experts from around the world. ✓ Get opportunities to participate in Hackathons organized by Xebia. ✓ Are eligible to participate in remote / onsite internship opportunities with Xebia or its partner companies. This is subject to evaluation by Xebia/partners and not a guaranteed opportunity. ✓ Optional: Students can pay and choose to certify on an industry-recognized 'Xebia certification' that would require demonstration of mastery based on theory and practical 		

	learnt and applied during the curriculum. It is NOT mandatory but carries additional weightage while looking for a job with Xebia or its partner organizations.
<u>7</u>	Any taxes or levies chargeable on the above commercial offer will be extra and borne by the University. An 18% GST is applicable on all services offered by Xebia.
<u>8</u>	The IP for all Course material is solely owned by Xebia and any reprint or further circulation will require prior approval and commercial understanding between the University and Xebia.
<u>9</u>	Mock tests for students can be conducted off-line (paper based) or online. Nominal extra charges are applicable if Xebia online assessment platform is used for conduct of these mock tests.



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Rs. 500/-

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22-04-2019

Tata Consultancy Services
Limited
Chennai

AN 237943
P-Porkodi

P. PORKODI
LICENCE No. 13 / CGL / 06
No. 3/77, Pillayar Koil Street
Sathankuppam Village
KELAMBAKKAM-603 103

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 30th Day of April 2019 by and between Tata Consultancy Services Ltd., a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and SRM Institute of Science and Technology, established under section 3 of the UGC Act, 1956, having its campuses at multiple locations and its principal office at SRM Nagar, Potheri, Kattankulathur, Kanchipuram District, Tamil Nadu, India and covering the following campuses (a) SRM Institute of Science and Technology, Kattankulathur, (b) SRM Institute of Science and Technology, Ramapuram, (c) SRM Institute of Science and Technology, Vadapalani, (d) SRM Institute of Science and Technology, Modi Nagar, (e) SRM University AP, Amaravati, (f) SRM University, Delhi/NCR, Sonapat (hereinafter referred to as "Institute").

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require

WHEREAS Institute is engaged in providing educational degrees at undergraduate and postgraduate degree levels in various streams and is an autonomous University under state legislative act

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

1) UNDERSTANDING

This MOU is intended to cover a specific collaborative effort between TCS & Institute under the Academic Interface Programme driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculum specializations streams in Computer Science and Business Systems ("Curriculum") at the undergraduate





தமிழ்நாடு தமில்நாடு TAMILNADU

Rs. 100/-

3813

22-04-2019

Tata Consultancy Services
Limited
Chennai

P. Porkodi
BM 883743

P. PORKODI
LICENCE No. 13 / CGL / 08
No. 3/77, Pillaiyar Koil Street
Sathankuppam Village
KELAMBAKKAM-603 103

engineering degree level ("Option 2") or post-graduate degree level ("Option 3"), as may be agreed to by the Parties and details outlined in Annexure A. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

This MOU between TCS and Institute would be effective from 30th April 2019 ("Effective Date") and shall be valid up to 29th April 2024.

For the initial term of this MOU, Parties have agreed for Option 2 which will be offered to two full batches joining in the academic year (AY) 2019 (ending 2023) and AY 2020 (ending 2024). Any admissions to batch joining in the AY 2021 onwards shall be with the prior written consent of TCS and the Parties shall enter into written amendment to the MOU extending the term of this MOU accordingly. If both Parties are not willing to extend the term of this MoU, then Institute may offer courses/curriculum which are designed and developed solely by Institute or jointly in partnership with any third party or solely by any third party and offered by Institute with same or similar nomenclature as the present Curriculum which is offered by TCS, and while offering so, Institute shall not use any of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") to provide an impression that the course/curriculum is offered in collaboration with TCS. Usage of TCS Marks shall be as per the provisions of Annexure B to this MOU.

II) ROLES AND RESPONSIBILITIES

A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute to fulfill any norms of the Institute, including but not limited to Fully Flexible Credit System (FFCS) norms.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s)/Curriculum

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Page 2 of 2

(where agreed to in Annexure A) will be taught and administered by faculty from the Institute. Unless otherwise agreed to in Annexure A, TCS will not be involved in the administration and/or the evaluation of the TCS Designed Course(s)/Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s)/Curriculum.

- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions/Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward/recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.
- TCS may offer internship opportunities to students at its facilities, based on TCS fixed criteria to select students undergoing the Curriculum.

B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s)/Curriculum (agreed to in Annexure A or amendment thereof) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s)/Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s)/Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s)/Curriculum.

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- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s)/Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s)/Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
 - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s)
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. TCS may suggest assessment criteria and the institute, at its discretion, may use the same for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute shall ensure that all the students selected for the TCS Designed Course(s)/Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure - C hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s)/Curriculum shall possess the course material at any time. The course material has to be destroyed/disposed only by shredding, in order to avoid any unauthorized use.
- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure - D hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s)/Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s)/Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s)/Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.
- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s)/Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/procedures followed by Institute.

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- Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s)/Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s)/Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s)/Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s)/Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s)/Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, Institute brochure, placement brochures, internet and in any other allied public channels. For advertising this course without using TCS Marks, Institute would require prior written permission from TCS.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) forming part of the Curriculum, whether developed solely by TCS or jointly along with TCS and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices on the TCS Designed Course(s). Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' Logo, trademark, copyright notices and other proprietary markings or notices as included in the TCS Designed Course(s).
- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
 - a) To respect TCS' intellectual property;

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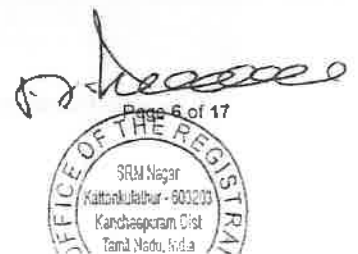
- b) Not to use TCS' intellectual property without the prior express written consent of TCS;
 - c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
 - d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU;
 - e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
 - If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
 - Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure - B.
 - TCS may use the Curriculum or any course designed, developed or implemented under this MOU with any other academic institution without any restriction or compensation to Institute.

V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.
- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

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- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination or expiry of this MOU, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or if notice of termination is issued during the Academic Year when the TCS Designed Course(s)/Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s)/Curriculum. New students/batches will not be offered the TCS Designed Course(s)/Curriculum once the termination notice has been issued. Any admissions to batch joining in the AY 2021 onwards shall be with the prior written consent of TCS as mentioned in Section I above. If both Parties are not willing to extend this MoU, then institute has the right to continue this program without using TCS name and TCS course material as mentioned in Section I. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected. This Agreement shall automatically terminate if the Curriculum is not approved and/or admissions are not made in batches joining in the AY 2019 and AY 2020 or the course is not commenced.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing. Notice period not to renew.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Dr. C. Muthamizhchelvan
Director E & T
SRM Institute of Science and Technology
Potheri, Kattankulathur, Kanchipuram District - 603 203
Ph: 044-27417802

Point of contact of TCS: G Balanarayanan
Academic Interface Programme
Tata Consultancy Services Ltd
21, Industrial Estate, Ambattur
Chennai - 600 058
Ph: 044-66166590 / +91-8056210931

VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided/disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

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X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested:

To TCS:

Attention: Academic Interface Programme, Tata Consultancy Services Ltd, 21, Industrial Estate, Ambattur, Chennai - 600 058

With a copy addressed to: Deputy General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, 21 D S Marg, Fort, Mumbai - 400 001 (India).

To Institute:

Attention: The Registrar, SRM Institute of Science and Technology, SRM Nagar, Potheri, Kattankulathur, Kanchipuram District, Tamil Nadu - 603 203.

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

XII) NON SOLICITATION

- During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

- Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

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XV) NO WAIVER

- Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

- The business activities of TCS are self regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and 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. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>.

XVII) SURVIVAL

- The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

- If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

XIX) ENTIRE AGREEMENT

- This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

TATA CONSULTANCY SERVICES LTD.
(TCS)

Signature: 

Name: K Ganesan
Title: Vice President - Human Resources,
Global Head of Talent Acquisition and
Academic Interface Program

Date: 30-APR-19

SRM Institute of Science and Technology
(Institute)

Signature: 

Name: Prof. N Sethuraman
Title: Registrar

Date: 30-APR-19



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ANNEXURE - A

OPTION 1:

TCS Designed Course(s) -

Such TCS Designed Course(s) will initially be offered only to students at the Institute undergoing a full time specific 4 year undergraduate engineering degree programs in Computer Science and Business Systems as part of the Curriculum (as detailed in Option 2 below).

Parties may agree to offer TCS Designed Course(s) offered as part of the Curriculum as elective subjects in other engineering degree programs.

Option 2:

TCS Designed Curriculum - Offered for full time four-year undergraduate engineering program (B.E./B.Tech)

Offering - Only for full time four-year undergraduate engineering program (B.E./B. Tech)

4 year Degree: TCS will work on designing full curriculum specialization in Computer Science and Business Systems four year undergraduate engineering degree courses.

The objective is to provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field. TCS will work in collaboration with the Institute for designing the curriculum for the same spread over 4 years of the graduation course (the "Curriculum"). The Curriculum will include examination/assessment at the end of each semester/year for all courses including the TCS Designed Course(s).

- TCS agrees to design a full time four-year undergraduate engineering curriculum titled 'Computer Science and Business Systems' (hereinafter referred to as "Curriculum").
- Curriculum will have 6 elective courses (to be chosen from 18 elective options) spread from Semester 5 to Semester 8. Two elective subjects will be taught by TCS in Semester 7 and Semester 8. The selection and evaluation criteria of the students for these electives shall be decided by TCS.
- The final choice of Curriculum to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- Table 1 outlines the courses including TCS Designed Course(s) which will be taught in Year 1 Semester 1 and Year 1 Semester 2 and has been agreed to by both TCS and Institute.
- The course curriculum for Year 2 to Year 4 will be subsequently decided and finalized mutually between TCS and Institute and identify any TCS Designed Course(s) included therein, as an addendum to this MOU.
- TCS shall provide personnel/specialists support in order to design the course(s), develop the course(s) and assist the Institute's faculty and/or delivering certain courses during Year 1 in the Curriculum as identified below for TCS Designed Course(s).
- TCS role in designing of the course(s), developing the course(s) and assisting the Institute's faculty and/or delivering the courses for Year 2 to Year 4 will be mutually decided in writing as an addendum to this MOU later between TCS and Institute.

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TCS designed courses.

Table 1. Course Curriculum – Year 1

ID	TCS Designed Courses
1.1	Discrete Mathematics (PCC-CS401)
1.2	Probability & Statistics
1.3	Fundamentals of Computer Science+ Lab
1.4	Principles of Electrical Engineering + Lab
1.5	Fundamentals of Physics+ Lab
1.6	Business Communication & Value Science - I
	Induction Program(Non Credit)
ID	TCS Designed Courses
1.7	Linear Algebra
1.8	Statistical Modeling + Lab
1.9	Data Structures & Algorithms (PCC-CS301) + Lab
1.10	Principles of Electronics + Lab
1.11	Fundamentals of Economics
1.12	Business Communication & Value Science – II
	Environmental Sciences (Non Credit)

OPTION: 3

TCS Designed Course(s) – Offered as Post Graduate degree level full Curriculum specialization

Offering – N.A.

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ANNEXURE – B

TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: balanaravan.g@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be, and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
 - (i) claim any right, title or interest in any of the TCS Marks;
 - (ii) register, seek to register or cause to be registered any of the TCS Marks;
 - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
 - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
 - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
 - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
 - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully liable to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, representatives, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
6. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quiet enjoyment or fitness for a particular purpose.

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7. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.

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ANNEXURE - C (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.E. / B.Tech student ("I"/ "Student") of _____ and Tata Consultancy Services Limited, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai - 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated 30th April 2019, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop courses in areas focused around "Computer Science & Business Systems" which is a focused line of business offering within TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self-study / training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____

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[Handwritten Signature]
Page 14 of 17



ANNEXURE - D (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between Tata Consultancy Services Ltd., a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400001, India ("TCS"), and

s/o _____ and
Department of _____ ("Faculty"), a Faculty in the _____ at _____ (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require;

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated 30th April 2019, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty/Faculty to teach a TCS Designed Course(s) viz. Computer Science & Business Systems and any other TCS Designed Course from time to time (the "Course").

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;

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3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
 - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification/re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. The Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

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To TCS: Tata Consultancy Services Ltd
TCS House, Raveline Street,
Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To Institute: SRM Institute of Science and Technology
SRM Nagar, Potheri, Kattankulathur,
Kanchipuram District, Tamil Nadu, India - 603 202

Attn: Prof. N. Sethuraman, Registrar

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

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

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Location:
Date:
on behalf of: Tata Consultancy Services Ltd.

Location:
Date:
on behalf of:

Sign in the box

Sign in the box

Name, Designation & Signature

Name, Designation & Signature of Faculty



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