**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ by and between Veda Rakshna Nidhi Trust, a Chennai-based charitable organization dedicated to preserving and promoting Vedic traditions and supporting Vedic scholars, founded in 1983 and having its office at 64/31, Subramanian Street, West Mambalam, Chennai, Tamil Nadu 600033, India (herein after referred to as “VRNT”), and Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (Deemed to be University), Established in 1993 and having its office at Sri Jayendra Saraswathi Street, Enathur, Kanchipuram (herein after referred to as “Institute”).

VRNT 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 graduate and postgraduate level in various streams and is an autonomous institution.

WHEREAS VRNT is established under the guidance of the Kanchi Paramacharya, the trust aims to provide financial assistance and recognition to learned and indigent Vedic Pandits who have dedicated their lives to preserving the ancient heritage of the Vedas.; 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 VRNT 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 B.Com Business Process Services and B. Sc. Computer Science with Cognitive Systems related domains (“Curriculum”) at the bachelor’s degree level (“Option 2”) 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 is agreed to in Annexure A. /

The agreement between TCS and Institute would be eflective from 24" April 2024 (“Effective Date”) and shall be valid up to 23" April 2027 covering the batches joining in the academic years AY 2024-25 (ending AY 26-27),AY 25-26 (ending AY 27-28) and AY 26-27 (ending AY 28-29). Any admissions to batch joining in the AY 27-28 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.

**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.

- 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 4). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and 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 lustitute. 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. The mode of the

delivery of the course by TCS trainers can by either through face-to-face teaching or through a digital medium using any of the video conferencing tools.

- TCS may 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 studeats visualize and understand the

application of concepts in real time business solutions. VV

- TCS may conduct a Train the Trainer Program (“TTT Program”) for appropriate

duration where specialists from TCS imparts the knowledge and approach to teach

the TCS Designed Course(s) to the nominated faculty of Institute. The TTT

Program may be scheduled and repeated as per requirement with mutual

agreement between TCS and Institute. The mode of the delivery of the TTT

program can be either through face-to-face training or through a digital medium

using any of the video conferencing tools.

- The entire effort from TCS end is voluntary and objective is to work along with

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.

**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) and Curriculum (if

agreed to in Annexure A) 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. V4

- The institute shall not be entitled to claim any fees or charges on account of TCS

hiring or employing the students.

- The financial responsibility towards the course fee / charges or other expenses

thereto shall be entirely borne by the respective student or the institute.

- 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.

- 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. As an input it may consider the assessment criteria as suggested

by TCS 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 will enable Video Conference facility in its campus for faculty to join

remotely from TCS office for Facuity Development Program and for students to

join for classes on some subjects which may be conducted by TCS faculty over

Video Conference.

- Institute will ensure adequate computing Lab facility for the students undergoing

course, if required.

- 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 — B 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 — C 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

- 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 it 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 foliowed by Institute.

- At the end of the course Institute shall allow TCS to make pre-placement offers to

the students who are part of the course based on the selection criteria defined by

**III) OTHER TERMS & CONDITIONS**

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 there in 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 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, internet and in any other allied public channels.

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) 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 notice on the course material.

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 course material provided

by TCS.

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;

(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, trademarks, 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 — D.

**V) CONFIDENTIALITY**

- During the term of this MOU, TCS may disclose to Institute its Confidential

Information. Confidential Information shal! 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**

- Either Party may terminate this MOU by giving ninety (90) days advance written

notice to the other Party. On termination, 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 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 27-28 onwards shall be with

the prior written consent of TCS as mentioned in Section I above. 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 by AICTE or other

approving authorities and / or admissions are not made in batch joining in the AY

24-25 and AY 25-26.

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, governing law/arbitration,

notice 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: Prof.Dr. M.Rathinakumar

Dean, Faculty of Engineering & Technology

SCSVMV, Enathur, Kanchipuram 631 561

deanengg@kanchiuniv.ac.in

Point of contact of TCS: Stephen Moses Dinakaran

Regional Head — Academic Interface Program /

Academic Alliances

Tata Consultancy Services Ltd.

21 Industrial Estate, Ambattur, Chennai 600 058

Mailto:stephenmoses.dinakaran@tcs.com

**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.

**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, 1996and shall be conducted in accordance with the rules of

arbitration of the NaniPalkhivala Arbitration Centre, Chennai ("NPAC"), which

rules, as modified from time to time, are deemed to be incorporated by reference

into this clause (the “Arbitration Rules”) by an arbitration panel comprising of a

sole arbitrator. The language of the arbitration shall be English and the decision of

the arbitrator shall be final and binding on the Parties. The venue of Arbitration

shall be Chennai. Both Parties irrevocably submit to the exclusive jurisdiction of

the Courts in Chennai, 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: Dr. K M Suceendran

Head — Academic Alliances / Academie Interface Programme,

Tata Consultancy Services Ltd,

Mailto: sucee.k@tcs.com »/

To Institute:

Attention: Prof. Dr. G. Sriram

Registrar in-charge

Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya,

(Deemed to be University)

registrar@kanchiuniv.ac.in

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.

**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.comi/tata-code-of-conduct

**XVII) SURVIVAL**

The clauses of this MOU, including without limitation, confidentiality and

intellectual property right obligations, limitation of liability, governing

law/arbitration, notice 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. SRI CHANDRASEKHARENDRA

(TCS) SARASWATHIVISWA

MAHAVIDYALAYA

(Deemed to be University)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: Dr. G. Sriram

Title: Title: Registrar i/c, SCSVMV

Date: