

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and **Jaipur Engineering College and Research Centre** an university / engineering college committed to educational excellence having its office **Shri Ram Ki Nagar, Via Vatika Tonk Road, Jaipur - 303 905** (Hereafter referred to as "Partner").

RECITALS:

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.
- C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.-

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Infosys shall be responsible for providing the requisite course material, publicity material such as handouts, information brochures and posters and conducting faculty enablement programmes as agreed between the parties.
3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.
4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.
5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party
9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose the parties agree to sign the binding non-disclosure agreement in Annexure II.

10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received:-
 - (i) If sent by registered mail, three (3) days after posting;
 - (ii) If by hand, on the day of delivery; and
 - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.
15. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for six (6) months thereafter.
16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.
17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.

19. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: _____

Date: May 12, 2017

Place: _____

Place: Jaipur

Name: Satheesha B.Nanjappa

Name: Mr. Arpit Agrawal

Designation: Vice President & Head,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Designation: Director

Institute: Jaipur Engineering College and
Research Centre, Jaipur

Signature:

Signature:

Authorized Signatory
For Infosys

Authorized Signatory
For Partner
Director

ANNEXURE I

PURPOSE / SCOPE OF THE COLLABORATION:

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills training to the students. The content of the training programs and the Faculty Enablement will be done by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

There will not be any cash incentive for the faculty members involved in the training programs (Technical / Soft Skills) at the institution. However, value-added offerings will be there to motivate the faculty members.

Student / Education

1. Create a project bank for final year students
2. Publish Infosys courseware On the Web and provide access
3. Conducting special lectures for students at campuses
4. Participate in Conferences at the national/international level in the college / Seminars/ Contests
5. Increase employability by providing technical and soft skills training
6. Encouraging the students to visit Infosys Campuses

Faculty

1. Sharing Industry oriented-courseware and Technology
2. Faculty Enablement Program
3. Sabbaticals at Infosys
4. Interaction with subject matter experts

University / College

1. Share best-in-class standards (a) College-college (b) Industry-college
2. Books / CDs / DVDs etc for the library
3. Strengthen relationship with Universities / Colleges
4. Work with education bodies / universities to align the industry requirements into the college curriculum

ANNEXURE II

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is an **agreement** ("Agreement" hereafter) between:

- **INFOSYS LIMITED**, with its registered office at Electronics City, Hosur Road, Bangalore 560 100 ("Infosys") including its successors; and **Jaipur Engineering College and Research Centre** operating out **Shri Ram Ki Nagar, Via Vatika Tonk Road, Jaipur - 303 905** ("Partner") including the Partner's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective _____.

The parties possesses competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party", and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

1. Confidential Information

"Confidential Information" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
- under the circumstances of the disclosure, that are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient;

- becomes known to the public through no fault/action of the Recipient in violation of the terms herein;
- is legally known to the Recipient at the time of disclosure by the Disclosing Party;
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

2. Restrictions on Use

- (a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- (b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- (c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- (d) The Recipient undertakes to impose the confidentiality obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.
- (e) The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

3. Action on Breach

- (a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.
- (b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Ownership and Warranties

- (a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall have no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- (b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

5. Applicability of Provisions

- (a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.
- (c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

6. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore.

7. Tenure and Survival

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Infosys Limited

By: _____

Name: SatheeshaB.Nanjappa

Title: Vice President & Head,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Date: _____

Seal:

M/s Jaipur Engineering College and Research Centre, Jaipur

Name: Mr. Arpit Agarwal

Title: Director

Date: May 12, 2017

Sign: _____
Director

Seal: