

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("hereinafter referred as "MoU") is made and entered into on this 19th August, 2020 ("Effective date")

BY AND BETWEEN

**Capgemini Technology Services India Limited**, a company incorporated under the provisions of the Companies Act, 1956 in force in India, having its registered office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057 Maharashtra (hereinafter referred to as "**Capgemini**", which expression shall, unless it be repugnant or contrary to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART;

AND

**IIT-ISM Dhanbad** (hereinafter referred as "**Institute**", which term and expression shall wherever the context so admits be deemed to, mean and include its successors and assigns) of the OTHER PART;

Both Capgemini and Institute shall be referred to herein collectively as "Parties" and individually as "Party".

Whereas:

1. Capgemini is engaged in the business of IT, ITeS, development, and other IT related services.
2. Institute is engaged in the providing Design education and other related expertise.
3. Based on the mutual discussions, Capgemini has agreed to avail Services of Institute, as Captured in Schedule A.
4. The Parties, pursuant to the above, engaged in preliminary mutual discussions to explore and identify (a) the business methodology by which they may cooperate and work with each other, for their mutual benefit, as well as (b) other areas in which either Party may be of assistance to the other.
5. The Parties have, pursuant to preliminary discussions, mutually agreed to the broad framework for taking forward their mutual discussions, and entering into written MoU. This MoU thereto shall not be binding for any financial obligations, construed or agreed and shall be subject to exclusive remedy agreed under this MoU.

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**NOW THIS MOU WITNESSETH AS UNDER**

**1. Object and Areas of Cooperation**

The areas for cooperation, and further action, that the Parties have initially identified are described in Schedule A and the same can be expanded mutually depending upon the opportunity, challenges and exposures, foreseen from time to time. Both Schedule A and B herewith form a part of this MoU.

**2. Obligation of the parties**

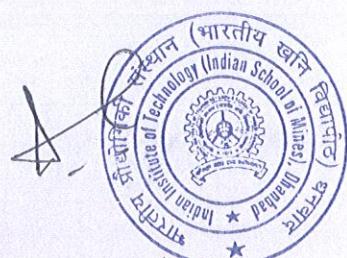
- a) The Parties acknowledge that intense and wholesome effort and cooperation is a prerequisite for successfully moving forward along the guidelines contemplated in this MoU and hereby agrees to each designate specific personnel, who would be primarily responsible for liaising with the corresponding designated personnel of the other Party, for achieving the objectives of this MoU.
- b) The Parties shall jointly review the actions taken, and progress made, on an ongoing basis and as mutually agreed and incorporated under this MOU.
- c) **Parties** hereby acknowledges that this MoU is non-exclusive and that the parties shall not be precluded from entering into similar transactions with any person.
- d) **Institute** shall not be entitled to make any public release of information regarding the matters contemplated herein without the prior written consent of the Capgemini. **Institute** hereby further, acknowledges that Capgemini's product or corporate names, logo, trademarks (registered or unregistered) shall not be used by **Institute** as a part of brochures, pamphlets, advertisements or other documents (even verbal and non-verbal means of communication to any one) for its promotion, explanation, statistics and evaluation etc except with prior written permission from Capgemini. **Institute** hereby agree and strictly abide to the aforesaid and shall ensure that the reputation of Capgemini is not prejudiced in any manner.

**3. Term and Termination**

- a) This MoU shall take effect between the Parties from the date of this MoU as first stated above (the "Effective Date") and shall continue to be in force for one (1) year or until the Parties terminate this MoU, whichever is earlier ("Term").
- b) In the event of the termination of this MoU in terms of above clause, this MOU shall stand cancelled with no outstanding rights, obligations or liabilities whatsoever between the Parties, provided that the Parties may, subject to mutual consent in writing, extend the terms of this MoU as they may mutually deem appropriate or necessary.

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- c) Notwithstanding anything contained in this MoU, Parties shall have the right to terminate this MoU without giving any reason therefor, at any time by giving a written notice of forty-five (45) days to the **Other Party**.
- d) **Effect of Termination:** Upon expiry or early termination of this MoU as mentioned above, the **Both Parties** shall be liable to return all the Confidential Information, documents, materials etc. made available to it by the Other Party within fifteen (15) days of such expiry or termination and certify compliance to this clause. In the event it is not possible to return any of such Confidential Information, documents, materials, the **Other Party** shall immediately purge/destroy such Confidential Information (as defined below), documents, materials etc. and certify the same.

#### **4. Roles and responsibilities of Institute**

**Institute** shall provide Services to Capgemini pursuant to the agreed Services. Such Services shall have the objective of agreed or earliest turnaround time to enable Capgemini to utilize the Services.

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## **5. Confidentiality**

- a) Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.
- b) Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. Both Parties hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions were the actions of the other.
- c) Save as permitted in clause above:
  - i. either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
  - ii. the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
  - iii. promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
  - iv. use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.
- d) Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

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## 6. Intellectual Property Rights

- a) Any and all Confidential Information necessary for receiving Party to perform its obligations under this MoU provided by the disclosing Party in pursuance to this MoU shall remain vested in and be owned by the disclosing Party. The receiving Party agrees that all intellectual property rights in the Services provided under this MoU shall vest in and be owned by the disclosing Party. The receiving Party shall do all such acts and things and execute all such deeds and documents as may be necessary or desirable for disclosing Party to perfect its title in such Services.
- b) No "Intellectual Property Rights" are transferred to either parties. However, in future if any information are transferred to Capgemini then **Institute** shall grant Capgemini a license during the Term to use or have used, copy or have copied and modify or have modified the study material content (including work or deliverables) internally to the extent necessary and as permitted under the MoU.
- c) Subject to the rights granted under this clause, such work or deliverables shall be used by Capgemini for internal purpose only and shall not commercially transact to gain any monetary value.
- d) Notwithstanding anything to the contrary contained in this MoU, **Institute** shall continue to retain all the ownership, the rights, title and interests to all "Pre-Existing" Intellectual Property Rights and nothing contained herein shall be construed as preventing or restricting **Institute** from using its Pre-Existing Intellectual Property Rights in any manner.
- e) During the duration of MOU, any work including inventions/research findings will be a joint ownership file / patented under Intellectual Property Rights act.

## 7. Compliance

- a) **Institute** hereby agrees that it shall comply with all applicable laws, ordinances, regulations in performing of its obligations and the Services hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, Capgemini is informed that the Institute is or may be in violation of any law, ordinance, (or if it is so decreed or adjudged by any court, tribunal or other authority), Institute shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, Institute shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, applicable to it from time to time, including records and returns as applicable under law.
- b) **Institute** shall comply with all anti-bribery and anti-corruption laws applicable in the jurisdictions in which it works, and shall ensure its Personnel comply with all such laws.

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- c) **Institute** shall comply with applicable data privacy laws.
- d) Capgemini is committed to trading in a responsible manner and has defined a set of Corporate and Social Responsibility (CSR) requirements for **Institute** which deal with Capgemini.
  - a) In the following Section, the expression "Capgemini Sustainable Procurement Principles" shall mean the CSR requirements set out on the following website: <http://www.capgemini.com/about/corporate-responsibility/our-corporate-responsibility-sustainability-approach>. **Institute** shall comply with all of the CSR requirements.
  - b) These requirements are updated from time to time to reflect Capgemini's evolving policy in this important area. Prior to receipt of this Agreement or any purchase order, **Institute** shall formally review the then-current version of the Capgemini Sustainable Procurement Principles and inform Capgemini of any non-compliance with these Principles.
  - c) **Institute** shall ensure that there is no bribery and corruption in its business practices. In particular, **Institute** shall not, and shall procure that its agents and sub-contractors shall not pay any commissions or fees, or grant any rebates to any employee of Capgemini or any affiliate of Capgemini, nor favour employees of Capgemini or any affiliate of Capgemini with any offer of gifts or entertainment or hospitality of significant cost or value, nor enter into any business arrangement with employees of Capgemini or any affiliate of Capgemini without the prior written approval of Capgemini.
  - d) **Institute** shall perform the Services in accordance with labor standards including, but not limited to, refusal of forced or compulsory labor, refusal of child labor, encouragement of non-discrimination policies of any kind as per applicable local laws, encouragement of freedom of association and collective bargaining as well as compliance with working conditions, health and safety regulations. **Institute** shall respect fundamental human rights.
  - e) **Institute** shall be responsible for its compliance and the compliance of its sub-contractors with the Capgemini Sustainable Procurement Principles. For the purpose of this Section, **Institute** may impose its own standard of business conduct rules on its sub- contractors. **Institute** expressly warrants to Capgemini that **Institute**'s own standard of business conduct rules will be no less strict than the Capgemini Sustainable Procurement Principles.
  - f) **Institute** shall review its compliance and the compliance of its sub-contractors with the Capgemini Sustainable Procurement Principles periodically whilst continuing to provide any goods or services to Capgemini. Any negative changes to **Institute** compliance and/or the compliance of its sub-contractors with the Capgemini Sustainable Procurement Principles must be notified immediately to Capgemini.
  - g) Capgemini shall be entitled to terminate this Agreement immediately by reason of **Institute**'s breach if:
    - i. **Institute** or one of its sub-contractors does not comply in any material respect with the Capgemini Sustainable Procurement

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- Principles and fails to notify Capgemini of such non-compliance, or fails to rectify such non-compliance, when it is capable of being rectified, within an agreed period; or,
- ii. **Institute** or one of its sub-contractors is subject to any negative publicity or suffers reputation damage regarding business practices which violate the Capgemini Sustainable Procurement Principles, except where **Institute** has notified Capgemini of non-compliance in advance in writing; or,
  - iii. Capgemini is subject to any negative publicity or suffers reputation damage regarding business practices which violate the Capgemini Sustainable Procurement Principles arising from the actions or omissions of **Institute**.
- h) **Institute** shall comply with local, national and international environmental legislation relating to its operations, products and services and shall comply with the Capgemini Environmental Policy set forth in Annexure C.
  - i) **Institute** shall, at no charge to Capgemini, co-operate with Capgemini with regard to Capgemini surveys and audits on enforcement of the Capgemini Sustainable Procurement Principles.

#### **8. Subcontracting:**

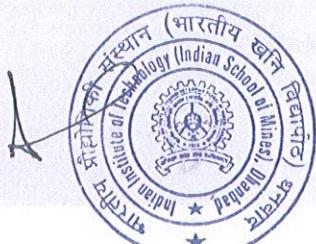
**Institute** has to perform the Services without the involvement of external agencies and **Institute** will not be appointing any Subcontractors without the prior consent of Capgemini. Subcontracting / consortium are not permitted without the prior consent of Capgemini.

#### **9. Undertaking**

**Institute** hereby represents that it has not and shall not itself or through any of its Personnel, agent, students, partner, etc given or give or promise to give any money or gift to any employee/official of Capgemini to influence their decision regarding this MOU, nor shall it exert or utilize any unlawful influence through a promise to pay a commission, percentage, brokerage or contingent fee to secure or solicit any extension hereof.

#### **10. General**

- a) **Relationship:** This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
- b) **Limitation of Liability:** Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of



customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU. Either Party shall not be liable for any non-performance or delays attributable to force majeure events subject to written intimation of the same within a day or as early as possible/practicable.

- c) **Assignment:** This MoU or any right, duty or obligation undertaken is not assignable or transferable by **Institute** without the prior written consent of Capgemini.
- d) **Notices :-** Notices as required under this MoU shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgment due on receipt.
- e) **Dispute Resolution:-** This MoU shall be construed and the rights and obligations of the Parties hereunder shall be determined in accordance with the laws of India. Any dispute or issue if any arising out of or touching this MOU shall be mutually resolved by Parties. In the event Parties fail to agree upon mutual resolution Parties exclusive remedy under this engagement is terminate this engagement in accordance with clause 3 captioned as "Term and Termination".
- f) The Institute shall use the name and/or trademark/logo/brand name of Capgemini, its group companies, subsidiaries or associates in very specific circumstances such as company presentations or company website stating that Institute has worked on specific projects for Capgemini; or when Capgemini is using a product or license of the Institute; or Institute wants to demonstrate its participation or its win in Capgemini events and/or the Institute has co-worked or incubated with Capgemini. In any other circumstances not specified above, Institute shall take prior written consent of Capgemini for the usage of the name and/or trademark/logo/brand name of Capgemini.
- g) The Institute shall not use the name and/or trademark/logo/brand name of Capgemini, its group companies, subsidiaries or associates in any advertisement or campaigns to hire employees or events or marketing campaigns and/or press releases. Such usage is strictly prohibited and can be penal in action.
- h) If any provision(s) (or portion(s) thereof) of this MoU shall be invalid under any applicable statute or rule of law, to that extent it shall be deemed omitted or limited to the extent necessary to render it valid under such statute or rule of law.
- i) The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in this MoU.
- j) This MoU, including all Schedules (if any) attached hereto, shall constitute the entire MoU amongst the Parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions,



representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment or other communication between the Parties relating to its subject matter during the term of this MoU. In event of inconsistency between (i) any documents issued by Capgemini and (ii) the terms and conditions of this MoU, the terms and conditions most favourable to the Capgemini shall subsist and be treated as amendment to the terms and conditions of this MoU and/or Order thereto;

- k) This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

Accepted for and on behalf of  
**Capgemini Technology Services**  
**India Limited**

Signed:

Name:

ASHWIN YARDI

Position:

CEO, CAPGEMINI  
TECHNOLOGY SERVICES (INDIA)

Date:

18-AUG-2020

Signed:

Name:

SHASHI VARANASI

Position:

Dean (R&D), IIT(IISU)

Date:

19-08-2020

Dean (Research & Development)  
Indian Institute of Technology  
(Indian School Of Mines), Dhanbad  
Dhanbad - 826004 (INDIA)

## Schedule A

### SERVICES

The primary goals of the Parties are:

1. Capgemini's AIE will provide internship to industrial trainees for a period of 2 to 6 months. The internship will be based on sectors/topics of common interest
2. Capgemini's AIE will sponsor the projects based on areas of common interest which would be submitted by faculty and students
3. Collaboration with Capgemini's AIE on industry projects around transformation



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*[Signature]*

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*[Signature]*

**Schedule B**  
Environmental Policy

Policy Statement

As a company, Capgemini is committed to helping protect the environment for the future and creating a better workplace for its people. All its operations – whether mainstream or support - should take into account environmental issues.

All its services should be delivered in a manner that is not detrimental to the environment or to the health, safety and welfare of Capgemini employees, clients, customers and partners personnel, nor to the general public with whom we come into contact during the course of our operations. Capgemini considers that environmental protection is a continuous process and expects its employees, Consultants and Contractors to ensure that the adverse environmental impact of any activity, building or equipment is taken into full consideration and is removed or minimised.

The key features of Capgemini environmental policy are:

- Compliance with local and international environmental legislation,
- Taking adverse environmental impacts into account in Corporate Social Responsibility (CSR) training programs and raising employee awareness of these issues,
- Using, in its sphere of influence, the best practices available in this area,
- Setting up indicators to monitor progress.

Environmental Actions

Whilst our industry is recognized as having a moderate impact on the environment, Capgemini is nevertheless committed to adopting environmentally-sound approaches in three key areas:

- Real estate / facilities and equipment;
- Waste management;
- Business travel

**Real Estate & Equipment**

*Real Estate*

To understand Capgemini environmental impact in the area of real estate, Capgemini actively monitors its power consumption, its office space and the type of equipment Capgemini uses with a view to streamlining these areas wherever practicable.

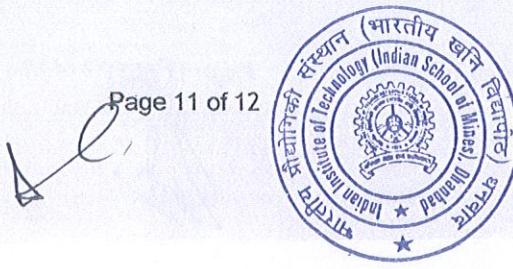
Within the context of local legislation and real estate conditions, all parts of the business are expected to:

- Streamline existing office space to the minimum required for its headcount;
- Monitor power consumption and where possible, optimize/reduce it (e.g. by effective servicing, appropriate temperature controls, identification of emissions / leaks, water-saving devices, use of energy-saving monitors, etc);

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Signature

- Adopt advanced energy-saving systems when opening new office buildings e.g. where possible:
  - Using advanced heating and environmental controls to control the working environment such as automated shut-off of lights in non-occupied rooms and air filtering;
  - Using material from renewable resources, non-toxic materials and recyclable items;
  - Installing internal noise suppression devices;
  - Utilizing low energy and low water consumption planning;
- Ensure that all buildings comply with appropriate local/international health & safety regulations;
- Ensure that no toxic or hazardous materials are introduced into the workplace without workplace controls being in place;
- Provide appropriate training for facilities managers in environmental compliance.

#### *Equipment*

In terms of the purchasing and management of equipment, where possible, and in accordance with local legislation, all parts of the business are expected to:

- Take into account the environmental aspects of any new equipment being purchased;
- Use low energy equipment;
- Regularly maintain and clean equipment;
- Ensure equipment in the working environment does not give rise to unreasonable noise, dust or fumes or create a hazard to staff;
- Undertake appropriate testing of electrical equipment.

#### **Waste management**

All parts of the business are expected to actively recycle waste materials as far as possible. For example by:

- Providing recycling facilities for paper, aluminium, printer toners etc;
- Environmentally disposing of or recycling IT and electronic equipment in accordance with local laws, e.g. by reselling equipment or recycling it through approved vendors who commit to disposing of equipment appropriately;
- Using appropriately certified / licensed organisations to remove special waste (e.g. defective monitors or light tubes).

#### **Business Travel**

Capgemini policy is to reduce the environmental impact of business travel by travelling to face-to-face meetings only when essential. This is achieved by supporting and improving, wherever possible:

- Video/telephone conferencing and other collaborative working tools;
- Virtual and flexible working.

Where possible, employees should use public transport or, for example, special company bus services, in preference to private transport.

