

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**All India Council for Technical
Education, New Delhi**

And

**Tata Consultancy Services,
Mumbai**

10th July, 2019

This Memorandum of Understanding ("MOU") is entered into on the 10 day of July 2019 ("Effective") 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 All India Council for Technical Education, having its Head office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 (hereinafter referred to as "**AICTE**").

WHEREAS, the AICTE is a statutory body and a national-level council for technical education, under Department of Higher Education, Ministry of Human Resource Development of India responsible for proper planning and coordinated development of the technical education in India.

WHEREAS, TCS is a leading IT services, business solutions and outsourcing organization and has a strategic business unit, called TCS iON, that focuses on providing large-scale assessment services and learning content on its proprietary iON platform as well as serve Small & Medium Enterprises (SME) with cloud based ERP solutions.

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

1) UNDERSTANDING

Both the parties under this MOU have agreed to collaborate with each other as below by providing students of colleges/institutions approved by AICTE with TCS iON's for corporate career readiness:

Scope of the MoU

The vision of this collaboration is to address the career skill gap among student community and also to help them gain a head start in their career through the use of a range of courses and certification programs on TCS iON Digital Learning Hub. The intent is to ensure that the students who cross the academic and aptitude gates do not lose out due to gaps in foundational and soft skills as required by the industry. The parties agree to use best efforts towards fulfilment of their respective commitments in realizing this intent.

a) Commitment from AICTE

AICTE to support TCS in increasing awareness & adoption of the Free "**Career Skills**" Training Program by effective communications to the Principals/ Chancellors/VCs of member universities/ colleges/ institutions.

b) Commitment from TCS

Launch of the free 20-hour Career Skills program for students (referred to in Section 1.1). This training program will cover the following aspects: Interpersonal Skills, E-Mail Etiquettes, Group Discussion, Presentation & Soft skills, Resume and Cover letter writing, Interview Preparation, Telephone Etiquettes and IT Foundational skills. This program will be a self-paced training that Students can access over the cloud any-time, any-where and on any-device.



The member institutions/colleges leveraging the scope outlined in this MOU for its students, will be doing so under the then prevailing terms and conditions of iON Digital Learning Hub.

II) INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.

All rights, title and interests in and to the material used by TCS in the provision of the Services of this Agreement shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and AICTE shall not be entitled to claim any rights therein. All rights, title and interests in data of AICTE shall always remain with AICTE. AICTE agrees that TCS shall have the right to list AICTE name in its marketing material and use AICTE logo with respect to such listing and for reference purposes related to the said free course only being provided to students of AICTE approved institutions. AICTE acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

PRECLUDED FROM:

The parties agree that they are not bound exclusively by this memorandum and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MOU on the similar program (s).

III) CONFIDENTIALITY

During the term of this MOU, each Party may disclose to the other 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, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.



The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

Upon the disclosing party's written request at any time, or following the completion or termination of this MOU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

IV) COSTS:

This MOU does not constitute any component of financial obligation on AICTE and TCS as well as on AICTE approved institutions and their students opting to join the career skill training program provided by TCS.

V) TERM

This MOU shall be valid from the Effective Date and shall remain in force for 3 (three) years from the Effective date, unless terminated earlier by either Party as provided herein below.

Either party may terminate this MOU by giving thirty (30) days' 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 of the other party in its possession.

All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

VI) PERIODIC REVIEW

The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a year or in-between if required. TCS will provide a quarterly report on the program made in this regard through e-mail to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of AICTE: **Prof. Rajive Kumar, Advisor-I**
advpc@aicte-india.org

Point of contact of TCS: **Ms. Preet Gupta, National Head-Strategic Accounts**
preet.gupta@tcs.com

VII) RELATIONSHIP OF THE PARTIES

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. AICTE acknowledges that certain services as iON Solutions may require services from sub-contractors for providing services to AICTE.

VIII) LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party 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, even if the party has been advised of the possibility of such damages.

IX) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). 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 New Delhi. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.

X) NOTICES

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

To TCS:

Attention: Tata Consultancy Services Limited,
With a copy to General Counsel, Tata Consultancy Services Limited, TCS House,
Raveline Street, Fort, Mumbai - 400 001 (India), Fax No. + 91 22 6778 8097.

To AICTE:

Attention: All India Council for Technical Education
Nelson Mandela Marg, Vasant Kunj,
New Delhi - 110 070 (India), 011-26131576-78,80

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

XI) NON SOLICITATION

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



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.


10/7/19

All India Council for
Technical Education, New Delhi

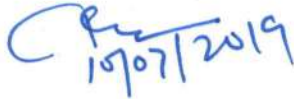
By: Prof. Anil D Sahasrabudhe
Title: Chairman



TATA CONSULTANCY SERVICES LIMITED

By: Venguswamy Ramaswamy
Title: Global Head, TCS iON

Witness


10/07/2019

By: Prof. A P Mittal
Title: Member Secretary, AICTE



By: Ms. Preet Gupta
Title: National Head-Strategic Accounts