



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Memorandum of Understanding
BETWEEN
TATA CONSULTANCY SERVICES LTD.
AND
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

In order to promote cooperation in areas of mutual interest for the benefit of both institutions, Tata Consultancy Services Ltd. a company incorporated under the laws of India and having its corporate office at TCS House, 21 D.S. Marg, Raveline Street, Fort, Mumbai 400 001, India ("TCS") and National Institute of Technology Durgapur, with its registered office at Mahatma Gandhi Avenue, Durgapur 713209, West Bengal, India ("Institute"); hereinafter individually referred to as Party or collectively as Parties, hereby enter into the following Memorandum Of Understanding ("MOU"):

Article 1. TCS and the Institute may from time to time engage in cooperation in fields of common interest.

Article 2. Both Parties may seek to engage in one or more of the following possible types of cooperation subject to Definitive Agreement(s) signed by an authorized representative of each Party ("Objectives") on case to case basis:

- a) Exchange of scholars, researchers & students for research through inbound and outbound sabbaticals.
- b) Exchange and co-authoring of scholarly and research publications and other information in areas of interest to both Parties.
- c) Exchange of scholars, researchers and students for seminars, conferences, workshops and other academic interaction meetings.
- d) Internship for students with TCS Innovation Labs in areas of interest to both Parties.
- e) Exploring opportunities for research advisory or consulting services from the Institute.
- f) Exploring opportunities for collaborative research.
- g) Other forms of cooperation to be agreed by TCS and Institute.

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Article 3. TCS and Institute may from time to time enter into the activity/ project specific definitive agreements (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various activities/ cooperation to be undertaken respectively under each of the Definitive Agreements. A Party may involve their Affiliates (defined hereafter) for such activities/co-operation. This MoU sets forth the Parties' intention to collaborate on future projects and the Parties recognize that this MoU is a non binding MoU (except for clauses 4 onwards) and is not intended to set up any kind of project or service in a legally binding form.

Although the Parties wish to cooperate in future projects, this MoU does not impose any duty on one of the Parties to disclose any information to the other Party nor to enter into any Definitive Agreement or obligation.

Unless otherwise agreed by the Parties the following individuals shall be responsible for the coordination and implementation of the Objectives:

National Institute of Technology Durgapur: Prof. Nilotpal Banerjee, Dean (AAO), NIT Durgapur 713209, West Bengal, India. Email: deanaao@admin.nitdgp.ac.in

TCS: Mr. Raju Goteti, Vice President, TCS Co-Innovation Network Email: raju.goteti@tcs.com

Article 4. The Parties and/or their Affiliates defined hereafter, may disclose confidential information to the other in relation to any activity / future proposal made under this MOU. Confidential Information of disclosing Party shall mean to include all information received by the receiving Party from the disclosing Party either directly or indirectly in any form whatsoever: (i) which is designated in writing or by appropriate stamp or legend to be of a confidential nature; (ii) when disclosed orally or visually, whose confidential nature has been made known by disclosing Party, orally or in writing, to receiving Party at the time of disclosure and subsequently reduced to or summarized in writing within fifteen (15) days; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential, and further includes all analysis, compilations, studies, papers, summaries, extracts, documentation or derivative works prepared by the receiving Party, solely or jointly with disclosing Party based on such information disclosed by the disclosing Party, and all feedback, inputs, reviews, and suggestions shared by receiving Party on such information shared by the disclosing Party. Each Party hereby waives any and all right, title, and interest in and to the Confidential Information of the other and the confidential information remains the sole property of the disclosing Party and/or its licensors.

Each Party agrees to take all reasonable steps to ensure that the Confidential Information and any copies thereof made by or on behalf of the receiving Party are protected against theft, disclosure, unauthorised access or use; and prevent the disclosure to any person(s) outside their respective organizations or any person(s) within their organizations not having a need to know and to use such Confidential Information only in connection with the purposes of this MOU and no other purpose. The receiving Party shall ensure that its employees, scholars, researchers, students, agents or representatives receiving the Confidential Information are made aware that the information is confidential and shall be under a written contractual obligation of nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this MOU. The receiving Party agrees to advise the disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which receiving Party may become aware.

Provided, however, Confidential Information does not include information which is: (a) in the public domain at the time of disclosure, or (b) is subsequently made available to the general public without restriction by the disclosing Party, or (c) known to the receiving Party at the time of disclosure without restrictions on its use or independently developed by the receiving Party, and there is adequate documentation to demonstrate either condition, or (d) used or disclosed with the prior written approval of the disclosing Party, or (e) required to be disclosed by receiving Party pursuant to a valid order by a court or other governmental body or by a competent authority under the applicable law or regulation, provided that receiving Party will use all reasonable efforts to notify disclosing Party of the obligation to make such disclosure in advance of the disclosure so that disclosing Party will have a reasonable opportunity to object to such disclosure and the receiving Party limits the disclosure only to the extent required under the law.

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For the purpose of this MOU, the term organization shall include affiliates of a Party. Affiliate with respect to any Party shall mean any other entity, that at such time is directly or indirectly through one or more intermediaries controlled by such Party, where control means ownership or control, directly or indirectly, of more than fifty (50) percent of such corporation's, company's or other entity's voting capital or has the right or power to designate or elect the majority directors or other management personnel or otherwise has the right or power to control its operating management decisions. However, any such corporation, company or other entity shall be deemed to be an Affiliate of one Party only so long as such ownership or control exists.

The Parties agree that any Confidential Information is made available "as is" and that no warranties are given or liabilities of any kind are assumed with respect to the quality of such Confidential Information, including, but not limited, to its fitness for the purpose, non-infringement of third party rights, accuracy, completeness or its correctness.

The provisions of this Article shall survive the expiry or termination of this MOU. Confidentiality obligations of each Party under this Article shall survive for a period of seven (7) years from disclosure of such information.

Article 5. The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right or title in or to copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other Party, nor the other Party shall be entitled to claim any right, title or interest therein, at any time. Unless otherwise agreed between the Parties in writing, all new inventions, innovations or ideas developed in the course of performance of its activities under this MOU shall belong to the Party who develops the same. 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. The authorship or inventorship shall, however, be determined in accordance with academic standards and custom and with author's affiliation to their respective organizations attributed / acknowledged. The provisions of this Article shall survive the expiry or termination of this MOU.

Article 6. Unless otherwise stipulated in this MoU, the Parties shall, including liability for their executives, employees, legal representatives and agents, not be liable for breach of duty or tort or for any indirect, incidental, consequential or special damages except in case of willful misconduct or gross negligence or breach of its confidentiality obligations or infringement or misappropriation of intellectual property rights of the other Party or any third party giving rise to a claim. The provisions of this Article shall survive the expiry or termination of this MOU.

Article 7. Both Parties acknowledge that visits and performance under this MOU by scholars, researchers and students of the Parties shall be subject to applicable law and regulations of India, and shall comply with the regulations and policies of TCS and Institute while such scholars, researchers and students are at the other Party's facilities.

Article 8. Both Parties shall review the achievements of Objectives under this MOU after six (6) months of the Effective Date to determine any modifications that might be necessary.

Article 9. This MOU will become effective as of the date of last signature below and shall remain in effect for a term of two (2) years unless earlier terminated by either Party (i) giving sixty (60) days written notice of termination to the other Party at any time. 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. Expiry or termination of this MOU will not affect or prejudice any rights of one Party against the other, accruing up to and including, the date of termination, under those provisions of this MOU which, by their nature, survive. The Parties may mutually agree to in writing to extend or renew the term of this MOU.

Upon the termination/expiry of this MOU, each Party undertakes (a) to return any physical or tangible property belonging to the other Party and (b) not to use the proprietary or Confidential Information of the other Party in any manner whatsoever without seeking the prior written consent of the other Party.

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Article 10. This MOU does not create any joint venture, partnership, principal-agent relationship or any other relationship between the Parties hereto. During the course of the operations under this MOU, if the terms "partner" or "partnership" are used to describe the relationship between the Parties, each Party shall make it clear to the beneficiary that those terms refer only to the spirit of co-operation that exists between the Parties and do not describe or create a legal partnership or any responsibility by one for the obligations or liabilities of the other nor empower a Party to make any binding representation or commitment on behalf of the other except with the express written authority of the other Party.

Article 11. Nothing in this MOU shall mean or be construed to mean that TCS and Institute are precluded from entering into any arrangement with any third party for same or similar purpose as stated herein, provided TCS and Institute shall maintain their respective confidentiality obligations hereunder.

Article 12. Neither Party shall use any name, 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. Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure (except as may be required by law) relating to this MOU or the subject matter, including in any promotional or marketing materials, customer lists, referral lists or business presentations without written consent from the other Party for each such use or release. The Parties may, however, mention the name of the other Party and areas of collaboration on their official websites, brochures or in analyst reports and include the existence of this Memorandum in its regular list of academic collaborations.

Article 13. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the India. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

This MOU is written in the English language. If this MOU is translated into any other language, the English language version shall prevail. Any notice given under or in connection with this MOU will only be effective if it is in the English language.

Any dispute arising from the interpretation or implementation of this MOU shall, in the first instance, be resolved amicably and expeditiously by consultation or negotiation between the Parties or such other means as they may mutually decide within a period of sixty (60) days of notification of dispute.

Unresolved disputes arising out of or in connection with this MOU shall be finally settled according to the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Mumbai. Arbitration language shall be the English language. Any award by said arbitration shall be final and binding upon the Parties hereto. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, India, 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 from bringing and pursuing legal action to specifically enforce the provisions of this Article.

Article 14. Ancillary agreements, amendments and supplements hereto must be made in writing. The same applies for a waiver of the written form.

Article 15. If any provision of this MOU is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective mutually acceptable provision which is economically equivalent. The same shall apply in case of a gap.

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Article 16. The business activities of TCS are self regulated by the "Tata Code of Conduct"(currently available at: <https://www.tcs.com/tata-code-of-conduct>). Institute agrees to make good faith efforts to notify TCS project manager or other TCS executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this MOU. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

For Tata Consultancy Services Ltd.

For National Institute of Technology Durgapur



[Signature]

By: K. A. Krishnan
Title: Executive Vice President and CTO



By: Anupam Basu
Title : Director
Director
National Institute of Technology
Mahatma Gandhi Avenue
Durgapur - 713209 (W.B.) INDIA

Date : 30/1/2019

Date :