

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

VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY, an university / engineering college committed to educational excellence having its office **Burla, Sambalpur, ODISHA, India. PIN:768018** (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 1 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: _____

Place: _____

Place: _____

Name: Satheesha B.Nanjappa

Name: _____

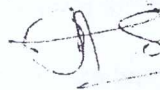
Designation: Associate Vice President & Head,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Designation: _____

Institute: VEER SURENDRA
SAI UNIVERSITY OF
TECHNOLOGY

Signature: _____

Signature: _____


21.06.14

Authorized Signatory
For Infosys

Authorized Signatory
For Partner

Seal: _____

REGISTRAR
Seal:
V.S.S. University of Technology;
Orissa Burla