

This Memorandum of Understanding ("MoU") dated ("Effective Date") by between Veer Surendra Sai University of Technology, Burla, India (hereinafter "VSSUT"), a University under Govt. Of Odisha laws, with its principal place of Education and Research at Burla ("VSSUT, Burla"), and Tech Mahindra., with its principal place of business at Sharda Centre, Off Karve Road, Pune 411004, Maharashtra, India ("TechM").

WHEREAS, TechM is a SEI CMM Level V company, having a wide repertoire of information technology services including but not limited to computer programming, software development/ customization/ installation/ maintenance with expertise in provision of computer software.

WHEREAS, VSSUT, Burla is a State Govt. University

WHEREAS TechM and VSSUT are contemplating to enter into a long term mutually beneficially relationship in line with vision of Industry academic collaboration in areas of academic and technical exchange, to develop academic and scientific relationships, and in support of collaborative research and training activities.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TechM and VSSUT will identify work which may be executed and delivered by VSSUT, Burla independently.
2. TechM may provide personnel to facilitate work from VSSUT facilities on projects identified for collaborative business based on the terms and conditions as may be separately agreed upon for each of those identified projects.
3. TechM and VSSUT may also conceptualise research projects to be executed on collaboration on need basis.
4. TechM and VSSUT may collaborate and share information and technology to develop the required skills and to these intent parties intends to create a centre of excellence to support this collaborative effort.
5. Tech M and VSSUT may collaborate for Joint workshops, conferences, seminars.
6. Tech M and VSSUT may collaborate for knowledge exchange initiatives like Tech M consultants visiting VSSUT as visiting faculty, VSSUT professors visiting Tech M as external guest speakers etc...
7. Tech M will consider only selected students as interns, who satisfy current eligibility criteria for fresher's.



Students having placement offers from other organizations are not eligible to appear for this internship selection. The onus of filtering students and providing a list of eligible students will lie with the College/ University.

9. During the internship, if any of the selected interns are getting placement offers that they wish to pursue, they should voluntarily declare the same to Tech M for deciding on continuity of the their internship.
10. Once on boarded as an intern, TechM will have the first right to reject the intern.
11. TechM may provide additional training as needed, for interns to complete the necessary tasks assigned to them.
12. Interns maybe asked to work from any of TechM's offices, pan India.
13. During the course of internship, students may be asked to work on both internal & external PoC's. Students may be considered for real-time opportunities as shadow resource or interns.
14. Post internship, interns may be offered permanent position within TechM. This is subject to their performance, project completion, aptitude, and attitude.
15. Each party reserves and retains all right, title and interest in and to its proprietary software, products, and processes. Neither party shall take any action inconsistent with, or that might adversely affect, other party's rights hereunder. Nothing contained in this MoU will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MoU.
16. Each party shall treat the business, technical, financial information, negotiations and the content of this MoU as Confidential Information. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MoU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive three (3) years after the termination of this MoU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.
17. Neither party shall be liable for damages for any delay or failure to perform it's obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without it's fault or negligence, including



including fire, floods, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

18. During the term of this MoU, and for a period of one (1) year immediately following the termination of this MoU, neither TechM nor VSSUT, Burla shall knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this MoU, without prior written approval of the other party.
19. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.
20. Nothing in this MoU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, Tech Mahindra and VSSUT, Burla shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other.
21. Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly-owned subsidiaries.
22. Both parties agree that they will complete the execution of the proposed agreement within six months of the signing of this MoU. The parties may by mutual consent extend the period failing which this MOU stands terminated. Neither party is entitled to any compensation in the event of termination of this MOU. The terms and conditions of the proposed agreement shall prevail over this MOU.
23. Notwithstanding anything to the contrary in this MoU, any Exhibit or Attachment or any other document signed between the Parties regarding the subject matter of this MoU, either prior or subsequent to this MoU, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.





and understand that this document is an expression of intent and merely shall be considered as a starting point for further discussions and negotiations. Accordingly, except for relevant parts of Sections 6 - 16 nothing in this MoU shall be construed as to be legally binding for any of the parties and shall under no circumstances create any legal obligations or commitments. Hence and notwithstanding anything to the contrary in this agreement, any Exhibit or Attachment or any other document signed between the parties regarding the subject matter of this agreement prior to this agreement, in no event shall either party be liable to the other for the non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.

25. This MoU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MoU shall be referred to Arbitration, the proceedings of which shall be governed by Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF, the parties hereto cause this MoU to be executed by their duly authorized representatives.

VSSUT, Burla

By:

Name:

Title:

Date:

Tech Mahindra Limited

By:

Name:

Title:

Date:

Registrar:

Name:

Title:

Date:

Seal:

REGISTRAR
V.S.S. University of Technology;
Orissa, Burla



BK MISHRA
Sr. VP - Energy & Utilities

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