

ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

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3073 27/01/2010 100
 NO. Date

Sold to... M.V.V. Rao

S/o. Di... M.V. Rao

For Whom... M/S. T.C.S.LTD

K. SATISH KUMAR
 S.V.L. No. 13/2009 R.No. 16/2009
 1-2-30, Mahanubhupet (V/II),
 Rajendrapuram (MCH), R.R. Dist



TATA CONSULTANCY SERVICES



Memorandum of Understanding between

Tata Consultancy Services Ltd. and Jawaharlal Nehru Technological University Kakinada

This Agreement of Cooperation is entered into this 1st day of February 2010 by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter referred to as "TCS"), on the One Part.

and

Jawaharlal Nehru Technological University Kakinada (JNTUK) is the new university formed by government of ANDHRAPARDESH on 20th AUG 2008 with head quarters at KAKINADA and has two constituent colleges located at KAKINADA and VIJAYANAGARAM. One of its constituent colleges, University college of Engineering KAKINADA is a reputed college established in 1946 (hereinafter referred to as "the Sangam Institute").

Contd...2.

Recitals

- a. TCS is in the business of Software development and Consultancy Services and other allied business for its Clients world wide.
- b. **JNTU KAKINADA** is one of the leading technological universities in INDIA producing quality engineers and going with mission of promoting industry oriented quality research will hereafter be addressed as **JNTUK**.
- c. The purpose of this Agreement is with reference to exploring the areas of cooperation, benefiting both **the Sangam Institute** and TCS.

NOW THIS AGREEMENT WITNESSETH as follows:

Areas of cooperation

1. TCS agrees to offer the “**TCS-Sangam**”, a package of TCS Academic Interface Programme, containing the following, to the Sangam Institute. TCS shall support the student and teacher communities through workshops, FDPs and student internships

Item #	Item Description	Target per year
1.	Workshops for students	4
2.	Faculty Development Programmes	2
3.	Best Student Award	1
4.	Best Student Project Awards (maximum of 4 students in the team)	1
5.	Internship	For 2% of the students offered placement in TCS

2. **The Sangam Institute** shall explore the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience.

Contd...3.

V. Kumar



3. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement (“Confidential Information”), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) . Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this Agreement.
4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed , contributed, distributed or made by TCS hereunder , and all customizations, enhancements and modifications thereof, will not be transferred from TCS to the Sangam Institute on account of use of the same as part of any work under this Agreement and shall always remain with TCS.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this Agreement save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.
6. Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this Agreement represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
7. Neither party shall issue any press release, public announcement or other such disclosure concerning this Agreement without the other party’s prior written consent as to such release or announcement.
8. This Agreement may not be amended without the prior written consent of both the parties.
9. This Agreement will be effective for three years from 1st February 2010 to 31st January 2013. This Agreement can be renewed based on mutual convenience.

Contd...4.


V. Anand

10. **Governing Law:** This Agreement shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.
11. **Termination:** Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of one month to the other.
12. **Notices:** All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS : Tata Consultancy Services
TCS House,
Raveline Street, 21 D.S. Marg, Fort,
Mumbai – 400 001.

To the Sangam Institute: Jawaharlal Nehru
Technological University Kakinada,
Kakinada - 533 003
Andhra Pradesh- INDIA.

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

13. **Tata Code:**

The business activities of TCS are self regulated by the “Tata Code of Conduct.” The Sangam Institute undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to **the Local Ethics Counselor** or **the Principal Ethics Counselor** or **the CEO** of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

14. **FORCE MAJEURE:**

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or

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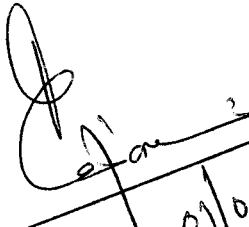
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- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

15. **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

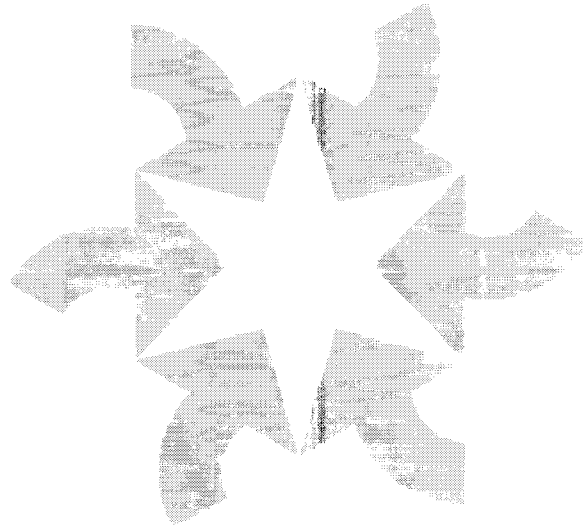


01/02/2010

V. Rajanna
Vice President & Regional Head
Tata Consultancy Services (TCS)
1 SEZ UNIT Synergy Park Premises No 2-56/1/36
Survey No 26, Gachibowli Seri Lingampally
RR District, Hyderabad - 500 019, India



Dr. V. Ravindra
Registrar
Jawaharlal Nehru Technological
University Kakinada
Kakinada - 533 003
Andhra Pradesh- India



SANGAM



TATA CONSULTANCY SERVICES



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3. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this Agreement (“Confidential Information”), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) . Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this Agreement.
4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed , contributed, distributed or made by TCS hereunder , and all customizations, enhancements and modifications thereof, will not be transferred from TCS to the Sangam Institute on account of use of the same as part of any work under this Agreement and shall always remain with TCS.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this Agreement save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.
6. Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this Agreement represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
7. Neither party shall issue any press release, public announcement or other such disclosure concerning this Agreement without the other party’s prior written consent as to such release or announcement.
8. This Agreement may not be amended without the prior written consent of both the parties.
9. This Agreement will be effective for three years from 28th October 2009 to 27th October 2012. This Agreement can be renewed based on mutual convenience.

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Contd..5.

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V. Rajanna

Regional Head

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Dr. V. Ravindra

Registrar

Jawaharlal Nehru Technological
University Kakinada
Kakinada - 533 003
Andhra Pradesh- India

Press Note

JNTUK signs up for “TCS-Sangam”

Kakinada, 01 February, 2010: The Jawaharlal Nehru Technological University Kakinada, Kakinada has signed an MoU with Tata Consultancy Services Ltd., today to offer the TCS-Sangam program. Under this initiative, faculty and students will be benefitted with TCS’s Academic Interface Programme and can have better research collaboration exploring the areas of cooperation, benefitting both JNTUK and TCS.

Commenting on the initiative, **Prof. Allam Appa Rao, Vice-Chancellor, JNTUK**, said, *“We strongly believe that Industry Institute Interaction of a University is a catalyst that can hugely contribute towards the socio-economic development of India. Given the ever challenging tasks and increasing aspirations, today’s faculty and students need to be familiar with the most advanced technologies available in the world in order to achieve their goals. With the introduction of TCS- Sangam Academic Interface Programme, the faculty and students of JNTUK will have access to the latest in IT industry which will give them the competitive edge and help for future endeavours.”*

Under this Memorandum of Understanding, JNTUK focus on exploring the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience and on Academic Interface Programmes for empowering our students – the future leaders of tomorrow – with cutting-edge technology and the capabilities to utilize it to bring forth a positive change in our environment.

Kakinada
Date: 01-02-2010

Talking Points

1. Areas of Cooperation

❖ JNTUK focus on exploring the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience.

❖ Academic Interface Programmes

Workshops for students, Best Student Award Best, Student Project Awards, Internship (For 2% of the students offered placement in TCS) and Faculty Development Programmes

2. Better research collaboration exploring the areas of cooperation, benefitting both JNTUK and TCS.

3. JNTUK has discussed R&D proposals with TCS R&D, Chennai and the following R&D Projects are in pipeline on collaborating with TCS.

1. Digital watermarking and Image processing research work for film industry

2. Mobile adhoc network for mobile operators

3. Satellite encryption for ISRO

4. E-payment system for International and national banks