

Biochemists

11

23.07.2019

**MEMORANDUM OF UNDERSTANDING FOR ACADEMIC AND SCIENTIFIC
COOPERATION**

BETWEEN

VYAS PHARMACEUTICALS (A GMP CERTIFIED UNIT)

AND

MATA JIJA BAI GOVT. GIRLS PG COLLEGE, MOTI TABELA, INDORE (M. P.)

The representatives of Vyas Pharmaceuticals (A Gmp Certified Unit), 98-C, Sector E, Sanwer Road, Indore and Department Of Biochemistry, Mata Jija Bai Govt Girls PG College, Moti Tabela , Indore (M P.) agree to this Memorandum of Understanding.

The Memorandum of Understanding (MOU) establishes the following:

1. OBJECTIVE OF THE AGREEMENT

- (a) To establish a mutually beneficial relationship built on academic and scientific cooperation.
- (b) Areas of cooperation between the Vyas Pharmaceuticals (A Gmp Certified Unit), 98-C, Sector E, Sanwer Road, Indore and Department Of Biochemistry, Mata Jija Bai Govt Girls PG College, Moti Tabela , Indore (M. P.) include the exchange of researchers, students, publications, academic programs and research projects.
- (c) To conduct study tour, a mutually agreed in writing between the both departments prior commencement of this activity.

2. GOALS AND FORMS OF COOPERATION

The signing institutions agree to provide opportunity, as appropriate, for the following activities towards the completion of the objective of this MOU.

1. Exchange of students and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both institutes through prior invitation and in accordance with the procedures and expectations established by each institute and specific department.
2. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and other data and information of common interest.
3. Develop joint research projects and joint publications.
4. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate institute entity.

[Handwritten signature]
विभागाध्यक्ष
जीव रसायन विभाग

[Handwritten signature]
23.7.19
VYAS PHARMACEUTICALS
98-C, Sanwer Road Sector-E,
INDORE (M. P.)

[Handwritten signature]
प्राचार्य
मालाजीजाबाई शास्. स्नातक कक्षा
मोती तबेला, इन्दौर
मालाजीजाबाई शास्. स्नातक कक्षा
मोती तबेला, इन्दौर

3. **IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING**

The objectives of the MOU will be implemented and regulated in the following manner:

i. Student Exchange

- a. Student and research scholars may visit the corresponding departments of these institutes after finalizing a mutually acceptable schedule.
- b. All the expenses shall be the direct responsibility of the student concerned (subject to any agreements on payment arrangements made by either institution with its own students). These expenses include.
 1. Travel expenses
 2. Reprographic and Internet Usage Expenses
 3. Required student services fees at the host institution
 4. Books and academic supplies
 5. Administrative fees, if any.

ii. Exchange of researchers

With the objective of strengthening ties through joint projects and research activities of both institutes, the MOU allows for the creation of researcher exchange. The following conditions will apply.

- a. The researchers will maintain their status as research scholars at their home institution for the duration of the exchange.
- b. The researchers will be allowed to make use of the instruments and other research facilities available in various department of these institutes after prior approval of the visiting schedule.
- c. The appropriate departments and administrative offices will assist in securing housing and other necessary arrangements for living in the host institutions city.

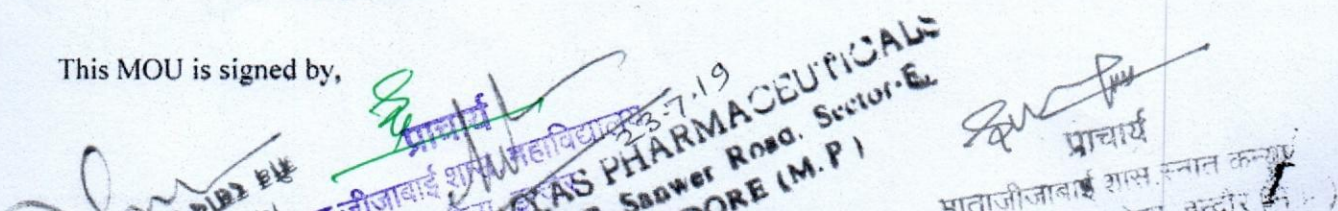
iii. Research and resources

Vyas Pharmaceuticals (A Gmp Certified Unit), 98-C, Sector E, Sanwer Road, Indore and Department Of Biochemistry, Mata Jija Bai Govt Girls Pg College, Moti Tabela, Indore (M.P.) remote research and realize collaborative projects, giving priority to interdisciplinary works.

4. **DURATION AND RECINDENCE OF MOU**

- a. The agreement will take effect from the date of its signing and changes to this agreement shall be made by mutual consent between both institutions. In cases of disagreement, the Institute wishing to depart from the agreement shall, wherever possible, give two months' notice of its intention to do so. The agreement shall be reviewed after a period of three years.
- b. This MOU is being signed purely with the intention of academic and scientific cooperation.

This MOU is signed by,


The bottom of the document features two sets of handwritten signatures and official stamps. On the left, there is a signature in blue ink over a stamp that reads 'VYAS PHARMACEUTICALS, Sanwer Road, Sector-E, INDORE (M.P.)'. On the right, there is a signature in black ink over a stamp that reads 'मताजीजाबाई शास. स्नात. केंद्र, इंदौर (म.प.)'.

Manager

Vyas Pharmaceuticals (A Gmp-Certified Unit)

98-C, Sector E, Sanwer Road, Indore

Head


Department of Biochemistry

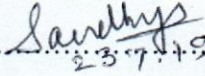
Mata Jija Bai Govt. Girls PG College, Moti Tabela, Indore, (M.P.)


Principal

Mata Jija Bai Govt. Girls PG College, Moti Tabela, Indore, (M.P.)

In Presence of the Following witnesses.

1. 

2. 


प्राचार्य
माता जीजाबाई शास. महाविद्यालय
मोती तबेला, इन्दौर

12

2



मध्य प्रदेश MADHYA PRADESH

BC 958926

**MEMORANDUM OF UNDERSTANDING FOR ACADEMIC
AND SCIENTIFIC COOPERATION**

BETWEEN

1. DEPARTMENT OF ZOOLOGY, MATA JIJA BAI GOVERNMENT
GIRLS P.G.COLLEGE, MOTI TABELA, INDORE in the Department
of Higher Education, Government of Madhya Pradesh through
Principal Dr. Sumitra Waskel and Convener representative,
Dr. A. Siddiqui, Professor and Head of the department of Zoology.

AND

2. INDORE ZOO AUTHORITY MUNICIPAL CORPORATION OF
INDORE
Director, Dr. Uttam Yadav, Convener Representative.

The two Convener representatives of both the bodies hereby agree to this
Memorandum of Understanding which establishes the following objective
of the agreement.

[Signature]
प्रो. अ. सिद्दिकी
मुख्य अधिकारी, ज्यो.
शास्त्र विभाग, माता जिजा बाई सरकारी
गर्ल हाई स्कूल, मोती तबेला, इंदौर

[Signature]
Professor & Head
Department of Zoology
Mata Jijabai Govt. Girls H. G. College
Moti Tabela, Indore

[Signature]
Officer in Charge
ZOO INDOR
INDOR (M. P.)

The syllabus of P.G. classes of zoology subject M.P. Higher Education incorporated many topics even some full papers of wild life, Biodiversity, Animal taxonomy, Animal behaviour as well as Environmental studies etc. which are directly concerned with animals of Zoo of Indore.

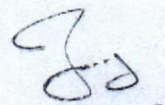
Keeping these facts in view we wish to sign a Memorandum of Understanding (MOU) with the Indore Zoo Authority for the better understanding of subject, short term internship and promotion of research in above said areas.

The MOU will also establish a mutually beneficial relationship on teaching, research, and training as academic cooperation and also includes the exchange programme for staff, researchers, and P.G students between the institutions.

The draft of MOU will be like that –

1. Both the bodies will make an effort to identify the areas of common interest in which internship and research can be pursued.
2. The Indore Zoo authority will provide research facilities and technical assistance to the students of our college belonging to various PG disciplines and research scholars.
3. In order to develop interest between both the bodies to jointly organize seminar for faculty and students every year.
4. Both the bodies will discuss the curriculum of the subject for giving final shape.
5. This MOU is being signed purely with the intention of academic cooperation, teaching, internship, research, and training without any financial liabilities
6. The Objective of the MOU will be implemented and regulated for academic session 2019-20 and will commence from 01.07.2019 and will end on 30.06.2020. On successful completion of tenure, the MOU can be renewed for subsequent years with modifications as required.


Head


Incharge
(M. P.)

2019-20

chem. 8

MoV. (13)

Memorandum of Understanding
Between
Deptt. of Chemistry M.J.B.Govt.P.G.College ,Indore (M.P.)
And
ADVANCED HYGIENE PRODUCT Pithampur Road (Rao) Indore

Deptt. of Chemistry M.J.B.Govt.Girls College Motitabela Indore and ADVANCED HYGIENE PRODUCT Pithampur Road (Rao) Indore desiring to support and cooperation between department and Company for education and training program .

Both the department and Company agreed to implement cooperation Program including -

- 1) The exchange of academic materials.
- 2) Internship for P.G. Students

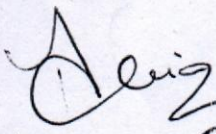
Implementation of MOU-

To-implement this MOU Head of both the institute are authorized any cooperation under this MOU is Subject to the availability of funding ,Sources and approval by relevant authority .

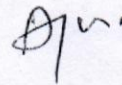
Entry into force ,duration & termination -

This MOU shall enter into force on the date of signing and shall be valid for an unlimited period from that date.

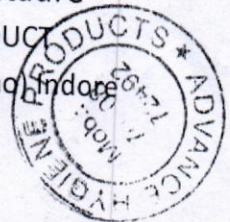
The agreement may be terminated by either deptt. by providing 180 days written notice to the Head of Department .

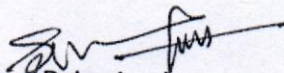

25/9/19

Signature
Head of Chemistry Department
M.J.B.Govt.Girls College Indore (M.P.)



Signature
ADVANCED HYGIENE PRODUCTS
Pithampur Road Sonvaye (Rao) Indore




Principal

M.J.B.Govt.Girls College Indore (M.P.)



प्राचार्य
माता जीजाबाई शास. महाविद्यालय
मोती तलेला, इन्दौर



मध्य प्रदेश MADHYA PRADESH

BC 917544

MEMORANDUM OF UNDERSTANDING FOR ACADEMIC AND SCIENTIFIC COOPERATION

BETWEEN

GOVT. HOLKAR (MODEL, ATONOMOUS) SCIECE COLLEGE INDORE (M.P)

AND

MATA JIJA BAI GOVT. GIRLS PG COLLEGE, MOTI TABELA, INDORE (M.P)


The representatives of Department of Microbiology , Govt. Holkar (Model, Autonomous) Science College Indore (M.P)And Department Of Botany, Mata JijaBai Govt. Girls PG College, MotiTabela, Indore (M.P.) agree to this Memoratdum of Understanding.


The Memoratdum of Understanding (MOU) establishes the follwing.

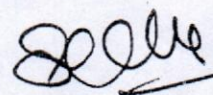
1. OBJECTIVE OF THE AGREEMENT

(A) To establsih a mutually beneficial relationship built on academic and scientific cooperation.

(B) Areas of cooperation between the Department of Microbiology , Govt. Holkar P.T.O.....2


Principal


प्राचार्य
मता जीजाबाई शास्. प्रविद्यालय
मोती तबेला, इन्दौर
Department of Botany


Professor & F
Dept. of Microbiology
Govt. Holkar College, Indore

1/2/1

(Model, Autonomous) Science College Indore (M.P) Department Of Botany, Mata Jija Bai Govt. Girls PG College, Moti Tabela, Indore (M.P.) include the exchange of researchers, students, publication, academic programs and research project

(C) To conduct study tour, a mutually agreed in writing between the both departments prior commencement of this activity.

2. GOALS AND FORMS OF COOPERATION

The signing institutions agree to provide opportunity, as appropriate, for the following activities towards the completion of the objective of this MOU.

1. Exchange of students and /or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both institutes through prior invitation and in accordance with the procedures and expectations established by each institute and specific department.
2. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and other data and information of common interest.
3. Develop joint research projects and joint publications.
4. Lectures of faculty members on special topics.
5. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate institute entity.

3. IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

The objectives the MOU will be implemented and regulated in the following manner:

i. Student Exchange

- (a) Student and research scholars may visit the corresponding departments of these institutes after finalizing a mutually acceptable schedule.
- (b) All the expenses shall be the direct responsibility of the student concerned (subject to any agreements on payment arrangements made by either institution with its own students).


These expenses include.

1. Travel expenses
2. Reprographic and Internet Usage Expenses
3. Required student services fess at the host institution
4. Books and academic supplies
5. Administrative fees, if any.

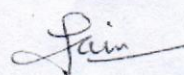
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With the objective of strengthening ties through joint projects and research activities of both institutes, the MOU allows for the creation of researcher

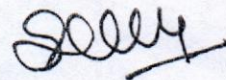
P.T.O.....3


Principal

Mata Jijabai Govt. P. G. Girls College,
Moti Tabela, INDORE



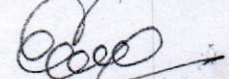
PROFESSOR & HEAD
Department of Botany
Mata Jeejabai Govt. P.G. Girls College,
MOTI TABELA, INDORE



Professor & He

Dept. of Microbiology
Govt. Hospital College, Indore


प्राचार्य



माता जीजाबाई शास. महाविद्यालय
18/07/19

exchange. The following conditions will apply.

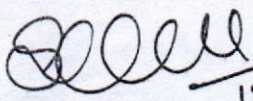
- (a) The researchers will maintain their status as research scholars at their home institution for the duration of the exchange.
- (b) The researchers will be allowed to make use of the instruments and other research facilities available various department of these institutes after prior approval of the visiting schedule.
- (c) The appropriate departments and administrative offices will assist in securing housing and other necessary arrangements for living in the host institutions city.

iii. Research and resources

Department of Microbiology, Govt. Holkar (Model, Autonomous) Science College Indore (M.P) Department Of Botany, Mata JijaBai Govt. Girls PG College, MotiTabela, Indore (M.P.) remote research and realize collaborative projects, giving priority to interdisciplinary works.

4. DURATION AND RECINDENCE OF MOU

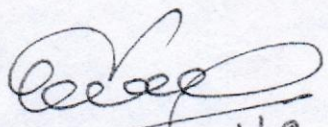
- a. The agreement will take effect from the date of its signing changes to this agreement shall be made by mutual consent between both institutions. In cases of disagreement, the Institute wishing to depart from the agreement shall, wherever possible, give two months' notice of its intention to do so. The agreement shall be reviewed after a period of three years.
- b. This MOU is being signed purely with the intention of academic and scientific cooperation This MOU is signed by,


18/7/19


Head
Department of Microbiology
Govt. Holkar (Model, Autonomous) Science College Indore (M.P.)

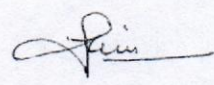
Professor & Head

Dept. of Microbiology
Govt. Holkar College, Indore (M.P.)


18/7/19

Principal
Govt. Holkar (Model, Autonomous) Science College Indore (M.P.)


Principal



PROFESSOR & HEAD
Department of Botany

Head

Department of Botany

Mata Jijabai Govt. Girls PG College, MotiTabela, Indore (M.P.)

Jain
PROFESSOR & HEAD
Department of Botany //4//
Mata Jijabai Govt. P.G. Girls College
Moti Tabela, INDORE

Jain
Principal

Mata Jijabai Govt. P G Girls College,
Moti Tabela, INDORE

Principal

Mata Jijabai Govt. Girls PG College, MotiTabela, Indore (M.P.)

In Presence of the following witnesses.

1. *Coneo*
उं उषा मरीह

2. *Jain*

Jain
Principal

Mata Jijabai Govt. P. G. Girls College, Moti Tabela, INDORE

Jain
PROFESSOR & HEAD
Department of Botany
Mata Jijabai Govt. P.G. Girls College
Moti Tabela, INDORE

Memorandum of Understanding


This Memorandum of Understanding (MOU) is entered into at Chennai this day of 2019 BETWEEN

Help the Blind Foundation a registered Trust, under registrar at Chennai having registration number 1030/2010 dated the 27th October 2010 having its registered office at New No.50/5 (OldNo.69/5), Bazullah Road, TNagar, Chennai 600017 here in after referred to as "HTBF" (which expression shall include its employees, associates, successors and assigns) and be represented by Mr.N Sivaji Rao, of the Firstpart.

AND

Mata JijaBai Govt. Girls' P.G. College, Moti Tabela, Indore established as an educational institution in the year 1956 and approved by the University Grants Commission for providing under graduate and post graduate degree education

Here after referred to as "the College", "(which expression shall include its employees, associates, successors and assigns) and be represented by of the Secondpart.


प्राचार्य
महाविद्यालय

WHEREAS

a. HTBF was established in Chennai in 2010 with the objective to elevate the economic status of Visually Impaired students and improve their image in the eyes of society by providing scholarships to Visually Impaired students for pursuing Graduation / Post-graduation courses in reputed / recognized colleges in India and enabling them to look for jobs in today's economy.

b. HTBF is interested and had proposed to the College to provide a two year training program known as Education, Mobility and Employability Training (hereinafter referred to as EMET) to visually impaired students at the College. The core objective is to elevate the economic status of Visually Impaired students and improve their image in the eyes of society by providing/arranging training programs for Skill Development. Visually Impaired students pursuing Graduation / Post-graduation courses including Skill Developmentalone are eligible to participate in this training program so that they are capable to look for jobs in today's economy.

c. The College and its management showed keen interest in this proposal from HTBF and expressed their willingness to support the training program as this would provide an opportunity to their visually impaired students to acquire skills - both computer as well as language - and also other soft skills and thus become independent and improve their employment prospects.

d. This MOU will govern the relationship between HTBF and the College in the implementation of the EMET program for visually impaired students and number of visually impaired students in total

from the College shall be benefitted and with the above mentioned objective/goal the parties herein have executed this Memorandum of Understanding. While the list of students is given as an Annexure to this Memorandum, the actual number of students may vary depending upon their eligibility and the joint decision of HTBF and the College based upon mutual consultations.

THE MEMORANDUM OF UNDERSTANDING FURTHER WITNESSETH :

1. This MOU shall be for training students of the College, for two years, from second year of UG course for the under graduate students and for 1 year for students. The students of the First year can also join if they are willing to gain from this experience based upon mutual consultations between HTBF and the College.

HTBF will bear the cost of training by employing the required number of trainers and paying their salaries for the entire period of training.

2. In the event of any student benefitting from the Training Program envisaged herein remaining absent for more than 15 days without any valid reason and/or prior permission, the benefit to him/her shall be discontinued by the College with immediate intimation to HTBF and the Student.

3. The HTBF will fund the entire coaching fee in respect of the selected students with Visual disabilities as per the terms and conditions of this MOU. The College shall not charge any fee/charge from the students, in the name of examination fee, tuition fee, or any other name whatsoever in relation to this

4. The College shall have attendance recorded for the visually impaired students. The details of attendance shall be provided by the College to HTBF and it shall be ensured that each of the visually impaired students has a minimum of 75% attendance during the period of training to be eligible for the benefits herein.
5. HTBF shall be entitled to visit the project beneficiaries with donor representatives and other associates as per mutually agreed schedule. HTBF shall at its discretion be entitled to monitor the activities of the program at the study centres by deploying its own people and further audit the usage of the HTBF funds. HTBF shall be at liberty to hire external agencies to learn the impact of the teaching and program provided at the College.
6. The College on its part undertakes to
 - a) To provide adequate amount of space within the College premises for a computer Lab for the conduct of the training
 - b) To provide adequate number of computers required for the use of the students - To get the optimum results from the training, every student should have access to one desktop computer with a configuration as recommended by the curriculum designers and detailed in the Annexure
 - c) To provide all the other infra structure made available at the Computer Lab with electricity with power back up systems internet facility, headphones and the computers equipped with screen reading software.
 - d) To arrange for a system of monitoring the attendance of the students at the training and encourage them by deploying required number of faculty members who can counsel the students and also a team of peer level sighted students to

7. The College shall indemnify HTBF on any liability or claim made against HTBF which arises in any way from the project or activities carried out by the College in the allocation of the training facilities being provided by HTBF.

a. The College will ensure that it is a political and does not engage in activities directly or indirectly with any political party.

b. The College will adhere to all the other deadlines, systems operational issues and deliverables as mentioned in the attached and agreed upon proposal.

c. The College shall be obliged to perform its obligations under the MOU and the same cannot be unilaterally terminated by the College as the same involves teaching and imparting training to visually impaired students.

8. The College undertakes to provide all particulars and details regarding the students, the progress of the training program, as per the forms prescribed by HTBF.

9. These terms can be varied only with the express written consent of HTBF at any time by executing a Supplement to this MOU without prejudice to the validity of any acts or events taking place before such variation under these terms.

10. It is expressly explained by HTBF and clearly understood by the College that the scheme/program is for the welfare of the visually impaired students and any deviation or dishonesty will expose the College Trustees and management staff to both civil and criminal liabilities and HTBF shall have the right to pursue against them in

11. Any difference or dispute arising between the Parties arising out of or in relation to this MOU shall first be amicably resolved. Failing amicable resolution within 30 (thirty) days of the commencement of negotiations, the difference or dispute shall be referred for arbitration by three arbitrators in consonance with the provisions of the Arbitration and Conciliation Act, 1996, including any re-promulgation or enactment thereof. The reference to the arbitration shall be without prejudice to the rights of the HTBF to recover any amount from the College. HTBF and the College shall appoint one arbitrator each and the two arbitrators so appointed shall appoint a third presiding arbitrator. The arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The parties agree to fast track arbitration and shall be disposed of within 90 days from the date of reference. The arbitrator shall be entitled to pass interim award. The award of the arbitrator shall be final and binding on the parties. Subject to provisions of the foregoing clause, the MOU shall be subject to the exclusive jurisdiction of the Courts of Chennai, Tamil Nadu, India.

12. Communications concerning or under these terms shall be made between the person authorized by HTBF and the College respectively whose names and designations are described below:

13. HTBF has nominated and authorized the following contact person on their behalf for the purposes and reasons mentioned in the MOU:

Name	N Sivaji Rao
Designation	Trustee
Phone	7259156291
E-mail	sivaji@helptheblind.in

14. The College has nominated and authorized the following contact person on their behalf for the purposes and reasons mentioned in the MOU

Name	Prof. Bela Sachdeva
Designation	Assistant Professor in Home science
Phone	9993134775
E-mail	bela1661b@gmail.com

Signed by: _____

On behalf of Help the Blind
 Foundation(HTBF)

On behalf of (Mata Jija Bai Govt.
 Girls' P.G. College, Moti Tabela, Indore)

Name: N Sivaji Rao
 Designation: Trustee
 Date: Oct 2019

Name: Dr. Sumitra Waskel
 Designation: Principal
 Date: 09-07-2019

Witnessed:

Witnessed:

Name: Mr Maheswari
 Designation: Volunteer
 Date: 2019

Name: _____
 Designation: _____
 Date: 9-7-2019



मध्य प्रदेश MADHYA PRADESH

BF 040794

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the **23rd day of December, 2019** 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 Matu, Syabai Gout Gals P.G College, a Indore and having its principal office at Motitabele, Indore (hereinafter referred to as "Institute").

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Institute is engaged in providing educational degrees at graduate <<and/or postgraduate>> level in various streams << and is an autonomous institution or affiliated to D.A.V. University>>.

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

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

I) UNDERSTANDING

This MOU is intended to cover a specific collaborative effort between TCS & Institute under the academic interface program driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculum specializations streams in Business Process Services / Management and related domains ("Curriculum") at the bachelor's degree level as may be agreed to by the Parties and

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details outlined in **Annexure A**. The term 'Curriculum' as used in the MOU shall apply only when Option 1 are agreed to in Annexure A.

The agreement between TCS and Institute would be effective from **23rd December 2019** ("Effective Date") and shall be valid up to **22nd December 2020**

II) ROLES AND RESPONSIBILITIES:

A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum.
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.

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- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

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B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (if agreed to in Annexure A) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.



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- a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s).
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. As an input it may consider the assessment criteria as suggested by TCS for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
 - Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – B hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
 - Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure – C hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.



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- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.
- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.
- At the end of the course Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS. Institute shall also provide first slot to TCS during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from TCS.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and

sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.

- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notice on the course material. Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices as included in the course material provided by TCS.

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- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
 - (a) To respect TCS' intellectual property;
 - (b) Not to use TCS' intellectual property without the prior express written consent of TCS;
 - (c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
 - (d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU.
 - (e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- 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 prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service 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. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure - D.

V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute 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 or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.
- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.

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- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written 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 and any copies thereof of the other Party in its possession. If the MOU expires or notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. 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.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing. Notice period not to renew.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute:

Point of contact of TCS: Balanarayanan G
Head-Academia Interface Program,
Tata Consultancy Services Ltd,
21 Industrial Estate, Ambathur, Chennai 600 058
Ph:+91- 9035027150 / Ph:-44-66166590
Mailto: balanarayan.g@tcs.com

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VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. 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.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or 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.

X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. 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 Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, 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 protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

XI) NOTICES

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

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.:

G. S. D. S.

[Signature]

To TCS:

Attention:

Balanarayan G,
Head – Academic Interface Program,
Tata Consultancy Services Ltd,
No 21 Industrial Estate,
Ambattur, Chennai 600 058

With a copy addressed to: General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India).

To Institute:

Attention:

Mata Jyabai Goot. Girls P.G. College
Principal Madam Sumitra Waskel
Mata Jyabai Goot. Girls P.G. College
Motitabela Indore.

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

XII) NON SOLICITATION

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

XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

- Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

- Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and

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strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

- The business activities of TCS are self regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and 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. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>.

XVII) SURVIVAL

- The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

- If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

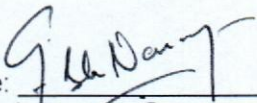
XVI) ENTIRE AGREEMENT


- This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

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.

TATA CONSULTANCY SERVICES LTD.
(TCS)

(Institute)

Signature: 
Name: Balanarayan G
Title: Head - Academic Interface Program
Date: 23 Dec 2019

Signature: 
Name: Dr. Sumitra Wallekar
Title: Principal - MJB Govt Girls P.G. College
Date: 23-12-2019

PRINCIPAL
Mata Jijabai Govt. P.G. Girls College
Moti Tabela, Indore

ANNEXURE - A

OPTION 1:

TCS Designed Course(s) – Offered as elective courses for specific degree specializations

Offerings – (i) **Banking for Business Process Services**
(ii) **Insurance for Business Process Services**

- TCS agrees to design and develop one or more elective courses to be offered by Institute to the final year students of:

(a) Bachelor of Commerce (B.Com) and Bachelor of Business Administration/ Management (BBA/BBM) of Institute viz, (i) Banking for Business Process Services and (ii) Insurance for Business Process Services.

- The long term objective is to evolve Business Process Services as a specialization area in the curriculum offered by Institute and provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to various theoretical knowledge in the field.

- In general, TCS aims to design the courses covering approximately 70 to 150 hours of teaching and including 3 hours of examination in the end for each course and can be customized based on the requirements of the Institute.

ANNEXURE – B (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.Com/BBA/BBM/BSc Computer Science / BCA student ("I"/ "Student") of <name of college> **College**, <address>, affiliated to _____ University and **Tata Consultancy Services Limited**, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai – 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and _____ (the "MOU"), TCS has agreed to design and develop courses in areas focused around _____ <name of the Designed Course> which is a focused line of business offering within Business Process Outsourcing entity at TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- * I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- * I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- * I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.
- * I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____

ANNEXURE – C (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, 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 ("TCS"), and _____ s/o d/o _____, ("Faculty"), a Faculty in the Department of _____ at _____ <College Name & Address of college> (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require;

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty/Faculty to teach the TCS Designed Course(s) viz. _____ <name of the courses for which the Faculty is being trained> (the "Course").

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute ;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential

Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;

3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
 - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.

12. This Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.

13. 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 Ltd
 TCS House, Raveline Street,
 Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To < Name of Faculty, designation, college name & college address >

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

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.

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Location:
Date:
on behalf of:
TATA CONSULTANCY SERVICES LTD

Location:
Date:

Sign in the box

Sign in the box

.....
.....
Name, Designation & Signature

.....
.....
Name, Designation & Signature of Faculty

ANNEXURE – D

TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: balanarayan.g@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
 - (i) claim any right, title or interest in any of the TCS Marks;
 - (ii) register, seek to register or cause to be registered any of the TCS Marks;
 - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
 - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
 - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
 - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
 - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully responsible to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Any breach of the license/permission granted herein and/or breach of the representations and warranties will cause irreparable loss to TCS and/or its affiliates for which there may be no remedies at law.
6. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.

7. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quiet enjoyment or fitness for a particular purpose.
8. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.