

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPI

भारत INDIA
INDIA NON JUDICIAL

मध्य प्रदेश MADHYA PRADESH

AE

Memorandum of Understanding

This Memorandum of Understanding is executed this 08 day of June 2015. [Hereinafter the MOU]

Between

Computer Sciences Corporation India Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 7th Floor, Block 1B, DLF IT Park, Sivaji Garden, Moonlight Stop, Nandambakkam Post, Ramapuram, Chennai-600 089 and other offices at Optel Software Technology Park, Electronic Complex, Indore-452010 (M.P) (hereinafter referred to as "CSC" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its group companies, affiliates, successors and permitted assigns) of the one part acting through Sh/smt Mr. V. Srinivasa Raghavan (Director-Finance) its authorized signatory.

And

Jamia Millia Islamia (A Central University) having its office at Maulana Mohd. Ali Jauhar Marg, Jamia Nagar, New delhi-110025 (hereinafter referred to as "Institute", which expression, unless it be repugnant to the context or meaning thereof, mean and include its successors in business and permitted assigns) of the Other Part acting through Sh/smt Prof. Shahid... Ashraf..... its authorized signatory.

CSC and Institute shall be singly referred as the "Party" or jointly as the "Parties" as the case may be herein below.

WHEREAS:

- Institute is pioneer name in the field of imparting education in India and provides education in the field of engineering & technology.



- B. CSC is in the process of identifying talents available in the institutes across India and imparting them the training so as to equip them to handle the professional expertise and expose them to the Corporate work environment

NOW THIS MOU WITNESSTH AND IT IS AGREED TO BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Scope

- (a) CSC has launched an internal program which is referred to as CSC COIN (Collaborative Open Innovation Network) wherein it will be imparting professional training to the students of certain institutions and shall select the students for the same. The students shall be supposed to undertake projects being assigned to them and complete the same within the prescribed timelines. These projects shall be monitored by CSC's mentors who shall be also responsible for guiding these students on the nature of deliverables expected from the project. On the completion of the project, CSC shall provide them the requisite certificates.
- (b) The Institute understands that this program is participatory in nature and does not guarantee any future placement opportunities for the students being selected for the program. It shall be the responsibility of the Institute to ensure that the students are made aware of the nature of the program and any concerns regarding the program shall be addressed to the institutes which shall be the sole contact point for CSC.
- (c) It has been agreed between the parties that the Students selected through the program shall have regular interaction with CSC mentors and CSC shall have the exclusive rights over any material/ report/ documents prepared by the students under this program. However, students shall be entitled to use that material for their own personal purposes.

2. The Institute's covenants and representations

- (a) The students shall be informed about the program and the nature of the training which shall be imparted to the students and the understanding agreed between the parties here in advance by the Institute.
- (b) Institute shall be the sole contact point for CSC for any issues related to the program. However, the student shall interact with the mentors on the project being allocated to them.
- (c) The Institute understands that while engaging in the present program, the Institute and the Institute's students shall be exposed to information that are entirely confidential and proprietary to CSC. The Institute shall keep the same confidential and execute a non disclosure agreement as mentioned in Exhibit B hereof. The students shall be also required to sign a confidentiality undertaking the format of which shall be shared with the Institute.
- (d) It has been agreed upon between the parties that this project allotted to the students under the CSC COIN initiative may form the basis of academic evaluation of the students within the Institute, the criteria of which would be determined by the Institute.
- (e) The Institute understands and agrees there shall be no media releases, public announcements or public disclosures by the Institute, relating to this Agreement including, without limitation, promotional or marketing material, but not including any disclosure required by legal, accounting or regulatory requirements beyond the Institute's reasonable control. The Institute agrees that disclosures required by legal accounting or regulatory requirements shall be coordinated with and approved by CSC in writing prior to the release thereof.



- (f) All formalities and legal requirements for carrying out all the obligations under this contract will be complied with by the Institute and CSC shall not be responsible for any lapse whatsoever;

3. General

This Agreement along with the Exhibits shall constitute the complete understandings between the parties.

Without prejudice to the provisions pertaining to arbitration, this agreement shall be governed by the laws of India and shall be subject to jurisdiction to the Courts of Delhi.

In the event of any dispute arising between the parties hereto the parties shall first try to resolve the same internally and if the dispute cannot be settled mutually, then the parties shall refer the dispute to arbitration. The arbitration proceedings shall be conducted in terms of Arbitration and conciliation Act, 1996 as amended upto date. The arbitration will be conducted by a sole arbitrator mutually appointed by the parties hereto. The venue of arbitration shall be at The Delhi International Arbitration Centre of Delhi High Court and the parties shall equally share the cost of arbitration.

Each provision of this agreement is severable from and independent of any other provision. In the event of any part or the whole of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the part rendered invalid or unenforceable shall not effect the remaining provisions herein contained.

This agreement cannot be modified unless consented to in writing by the Parties.

Failure of either Party at any time to enforce any of the provisions of this Agreement shall not be deemed to be a waiver of such or any other provision hereof.

Signed for

Computer Sciences Corporation India Pvt. Limited

By its authorised representative in the presence of:

P. Lagrew

 Authorized Signatory

 Witness

Name
 V SRINIVASANI RAGHAVAN

 Name

Title
 CFO

 Title & Address

Date: 12/06/2015

 Date:

Signed and Accepted For and On Behalf of
Jamia Millia Islamia (A Central University)

by its authorised representative)
 In the presence of:)

 Authorized Signatory

 Witness

 Name

 Name



EXHIBIT A

[Scope of Work]

The scope of work will be for the Institute to assign students in teams to collaborate on CSC COIN projects under the guidance of experienced CSC employees. Institute will assign a Faculty member to oversee each team of students and interact with CSC on behalf of the team of students. Further detail of individual projects will be exchanged through separate written communications.

Accepted For and On Behalf of Jamia Millia Islamia (A Central University)

Authorized Signatory

Witness

Name

Name

Title

Title & Address

Date:

Date:

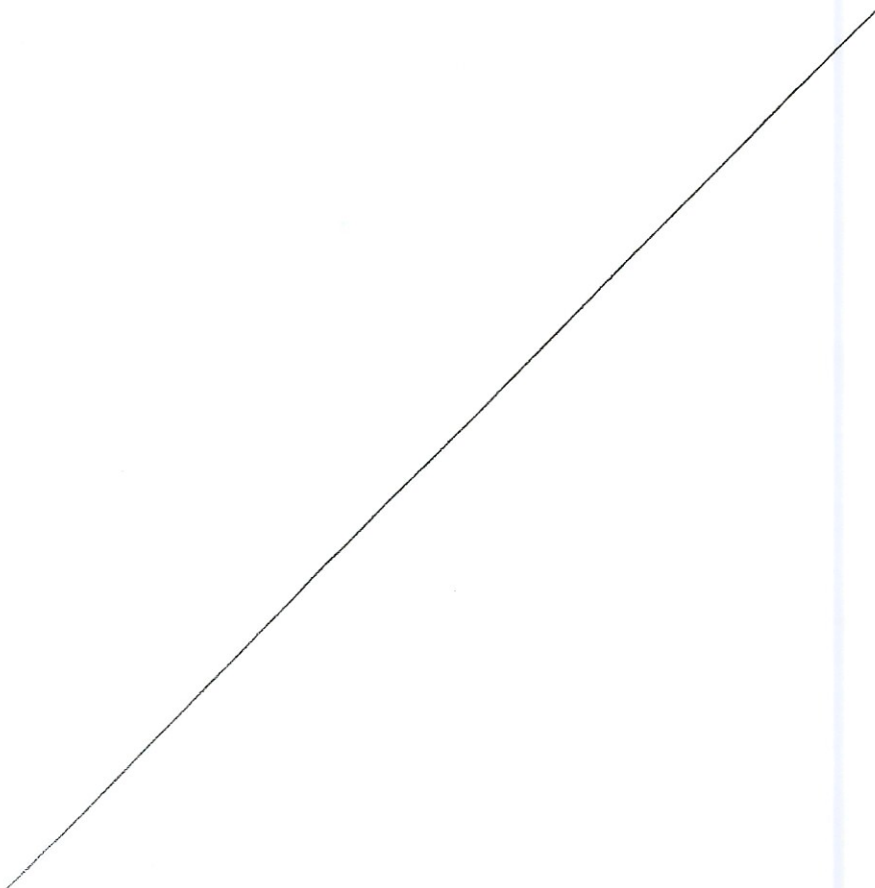




Exhibit B

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement is made between:

1. Computer Sciences Corporation India Pvt. Ltd., having registered office at 7th Floor, Block 1B, DLF IT Park, Sivaji Garden, Moonlight Stop, Nandambakkam Post, Ramapuram, Chennai-600 089 ("CSC"); and
2. The participant specified in the Schedule ("Participant").

In consideration of CSC agreeing to disclose Confidential Information and Personal Information to the Participant and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Representatives.** The parties may desire to specify representatives for the purposes of communications concerning this Agreement. Lack of specification will not affect the obligations regarding treatment of Confidential Information and Personal Information. If so desired, the representatives are specified in the Schedule.
2. **Confidential Information.** Confidential Information includes without limitation data which CSC or its related companies, now or in the future possesses relating to technical, business, financial, and other data generally considered by CSC to be proprietary or confidential or any other material and which, (a) is marked as "Confidential" or "Proprietary," or with a similar legend, at the time of disclosure; or (b) is clearly identified to Participant as confidential or proprietary at the time of disclosure; or (c) is material which would typically be treated by a prudent business person as confidential. Confidential Information may include without limitation information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of CSC or its related companies.
3. **Personal Information** means any information relating to an identified or identifiable natural person (an identifiable person being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity) which is collected or held by CSC and disclosed to Participant in connection with this Agreement.
4. **Business Purpose.** The Business Purpose for which CSC intends to disclose Confidential Information and for which Participant can use the Confidential Information is specified in the Schedule.
5. **Term.** This Agreement applies to (a) any Confidential Information and Personal Information which is disclosed or after the date of signing of this Agreement; and (b) any Confidential Information relating to the Business Purpose and any Personal Information which was disclosed prior to the date of signing of this Agreement. Except as otherwise agreed in writing with respect to any particular Confidential Information, the obligations of Participant under this Agreement will continue indefinitely.
6. **Return of information.** Upon the written request of CSC, Participant will (at CSC's election) return or destroy all Confidential Information and Personal Information received (including all copies) and provide CSC with documentation attesting to that fact.
7. **Confidentiality.** Participant may only use Confidential Information in connection with the Business Purpose. Participant may only disclose Confidential Information to its personnel (being employees or individual Consultants) and legal and accounting advisers, or personnel and legal and accounting advisers of its wholly-owned subsidiaries, having a need to know, and who are under non-disclosure obligations no less restrictive than in this Agreement. Participant will advise such personnel and advisers who receive Confidential Information of its confidential nature, and ensure that such personnel and advisers do not make any unauthorised use or disclosure of it. Participant shall not disclose Confidential Information to any other third party without the prior written consent of CSC. Participant shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure of the Confidential Information as Participant uses to protect its own proprietary or confidential information of a like nature. Participant may make copies of the Confidential Information as reasonably necessary to effectuate the Business Purpose, provided each copy is considered Confidential Information and all proprietary legend or markings on the original are retained on the copies.
8. **Exclusions.** The obligations under this Agreement in respect of Confidential Information will not apply to an information which is (a) available to the public other than by breach of this Agreement by Participant; (b) lawfully received by Participant from a third party without proprietary or confidentiality limitations; (c) independently developed by Participant; or (d) known to Participant prior to first receipt of same from CSC. This Agreement will not apply to prevent Participant from disclosing Confidential Information and Personal Information to the extent required by law or regulator requirement, provided Participant notifies CSC promptly on receiving notice of such requirement, and asserts the confidentiality of the relevant Confidential Information to the body requiring disclosure.



9. Privacy Participant will:

- (a) to the extent reasonably requested by CSC, assist CSC to comply with its respective obligations under any statute, regulation or law which relates to the protection of Personal Information and which CSC must observe;
- (b) obtain CSC's consent where it intends to use or disclose Personal Information for any purpose other than the purpose for which the information was provided (except if disclosure is required by law);
- (c) take reasonable steps to assist CSC to resolve a complaint or respond to a request in relation to Personal Information;
- (d) take reasonable steps to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification or disclosure.

10. **No warranties or licences.** CSC makes no representation or warranty, express or implied, in relation to its Confidential Information. Participant shall not acquire any license or any other intellectual property right in CSC's Confidential Information.

11. **Remedies.** Participant shall notify CSC of any unauthorised use or disclosure of the Confidential Information or Personal Information. In the event of a breach, or threatened breach, by Participant of this Agreement, monetary damages may not be sufficient relief, so CSC is entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies which it may have.

12. **Relationship.** Neither party has an obligation under this Agreement to continue any discussions, or to offer or purchase any product or service, or take or refrain from taking any other actions in relation to the Business Purpose except as expressly set out in this Agreement. The parties do not intend that any agency or partnership relationship be created by them by this Agreement.

13. **Public statements.** Participant shall not make or cause to be made any announcement or statement to the general public or any third party regarding activities under this Agreement without the prior written consent of CSC.

14. **General.** All additions or modifications to this Agreement must be made in writing and signed by both parties. This Agreement is the full understanding of the parties relative to the protection of Confidential Information for the Business Purpose and Personal Information and supersedes all other understandings with respect to it. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Except that CSC without consent of the participant may assign this agreement and rights thereof to the merged entity in case of merger or entity taking over CSC as a result of take over or sale or to any affiliate, parent company or subsidiary of CSC.

15. **Governing law.** This Agreement is governed by the laws of India. The parties irrevocably submit to the non-exclusive jurisdiction of the Delhi courts.

16. **Third Parties.** A person or entity who is not a party to this Agreement shall have no right under the Contracts to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 8th day of June, 2015.

Signed for and on behalf of)
Computer Sciences Corporation India Pvt. Ltd.)
by its authorised representative)
in the presence of:)

S. Kaghwar
Authorized Signatory

Name V SRINIVASAN RAVGANNAN

Title CFO

Date: 12/06/2015

Signed for and on behalf of)
Jamia Millia Islamia (A Central University))
by its authorised representative)
in the presence of:)

Prof. Shahid Ashraf
Authorized Signatory

Name Jamia Millia Islamia

Title (A Central University)

Witness _____

Name _____

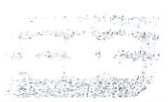
Address & Title _____

Date: _____

[Signature]
Witness

Name Dr. Rihan Khan Suni

Address & Title Training & Placement
Jamia Millia Islamia



Schedule to Non-disclosure Agreement

PARTICIPANT:

Name: **Jamia Millia Islamia (A Central University)**

Address : Maulana Mohd. Ali Jauhar Marg, Jamia Nagar, New delhi-110025

REPRESENTATIVES
(CLAUSE 1)

The parties desire do not desire (*tick one*) to specify representatives authorized to receive Confidential Information. If so desired, the representatives are:

CSC:

Participant:

BUSINESS PURPOSE
(CLAUSE 4)

The Business Purpose for which CSC intends to disclose Confidential Information and for which Participant can use the Confidential Information is (*tick one*):

discussions or proposals regarding CSC providing products or services to the Participant
other(*specify*): **MOU for CSC COIN Program**

(Handwritten signature and circular stamp)

