

தமிழ்நாடு தமில்நாடு TAMILNADU

CG 137915

12.1.2018

K.S.R. College of Engineering,
Tiruchengode.

V.சீதாராமன்

மா.ந.நீதிமன்ற முத்திரை தா.
விற்பனையாளர். துறையு.
L.C.No.15203/83

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MoU') is executed on January 15, 2018, at Hyderabad BY AND BETWEEN

VIRTUSA CONSULTING SERVICES PRIVATE LIMITED. a Company incorporated under the provisions of Companies Act. 1956 and having its registered office at Sy. No.115, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad – 500032 represented by its authorized signatory, hereinafter referred to as "Virtusa" on the ONE PART (which expression whenever used shall mean and include its successors, administrators and assigns),

Private and confidential – MoU between Virtusa Consulting Service Private Limited and K.S.R.Educational Institutions

AND

K.S.R. EDUCATIONAL INSTITUTIONS, declared as a INSTITUTION and having its campus at KSR Kalvi Nagar, Tiruchengode - 637215, Namakkal (DT), Tamil Nadu represented by its authorized signatory Mr.R.Srinivasan.

Hereinafter referred to as 'Institution' on the OTHER PART (which expression whenever used shall mean and include its successors, administrators and assigns).

(Virtusa and Institution are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Virtusa is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems Integration and managed services to its customers.

AND WHEREAS Institution is a Education entity and providing quality education in Engineering, Arts and Science, Technical, Dental science and etc., for the rural students.

Institution has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS Institution, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all engineering disciplines in the field of Information Technology (IT),has approached Virtusa for forging an industry-institute academic alliance with the intent to facilitate and train Institution's students and faculty on CRM by utilizing Virtusa's relevant experience and by deputing Virtusa's representatives from time to time at the Institution with the object of providing exposure to Institution's faculty and students to current industrial needs and requirements.

AND WHEREAS Virtusa, with a bona fide and non-commercial intention of serving the purpose of education and making the students more exposed to the present industrial needs and requirements thereby reducing the cost and time involved in training and making them skill based personnel after graduation, has accepted the request of Institution.

Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

NOW THIS MOU WITNESSETH AS FOLLOWS:

Pursuant to the foregoing covenants, the Parties hereby agree and state as follows;

1. That the Parties on this day have executed this MOU with an intention to enhance the quality of the educational experience for students and training of faculty of Institution and also for industry institute collaboration between the Parties for mutual benefit and pursuant thereto the Parties agreed for:

- (a) Virtusa may as mutually agreed from time to time, provide Institution with certain material and access to the CRM library and collaterals and Institution shall use the materials and access to the CRM library under the guidance of Virtusa and only for the purposes of this MOU.
- (b) If requested by Virtusa, the Institution will nominate two or three faculty members for undergoing the Train the Trainer program at Virtusa's office at Hyderabad for two weeks. The faculty, after completion of certification, will be allowed to train certain number of students as agreed upon in writing from time to time.
- (c) The final year students to be trained will be pre-selected by Virtusa (hereinafter referred to as the 'Pre-selected students').
- (d) The course will be imparted for the duration specified by Virtusa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by Institution for the Pre-selected students.

- (e) Institution is not allowed to charge the Pre-selected students any fee for this course. If it is found that Institution has charged fees for this program from students, Virtusa will have right to immediately terminate this MoU and stop all association with the Institution.
- (f) Institution is not allowed to train any other students pursuant to this MoU other than the Pre-selected students by Virtusa.
- (g) Virtusa shall retain the right of first refusal for making employment offers on completion of their graduation from the pool of Pre-selected students. This is however not applied for the students who are not pre-selected by Virtusa or have not been made part of the training program pursuant to this MoU.
- (h) Pre-selected students who undergo this program as part of their pre-final semester may also be given an internship opportunity by Virtusa either in its office or through virtual mode.
- (i) Institution will at its own cost establish a lab with the specified infrastructure requirements of Virtusa and will use the lab exclusively for imparting the course/training pursuant to this MoU. This lab will be exclusive to the use of the purpose stated and will not be used for running other courses of the Institution.

2. The MoU shall be valid for one (1) year from the date of execution. The Parties shall be at full liberty to terminate the MoU at any time by issuing prior notice of thirty (30) days. The Parties shall make reasonable efforts for the performance of the MoU and shall in good faith co-operate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with a voluntary service motive and there is no monetary obligation/consideration involved herein between the Parties. Under no circumstances, Virtusa shall be treated as the vendor, contractor and agent of Institution (or vice-versa).

3. Institution shall have to bear all expenses towards providing infrastructure, network and internet access and the other facilities required for the education and training. Institution will not use the material, or access to the Adobe AEM library for any other use other than the above mentioned process. Training of the faculty members or more number of students than agreed or using licenses for any other commercial/non-commercial purposes will be a breach of this MoU and such use may attract legal action along with immediate termination of the MOU. 4. The Institution shall indemnify, defend and hold Virtusa, its subsidiaries and affiliates thereof and their respective officers, directors, agents and employees, harmless

from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorneys' fees and expenses incurred, related to or arising from: (i) bodily injury or damage to property incurred from or in connection with the performance of Institution under this MoU; (ii) any claim by or against Virtusa arising out of a breach by the Institution of any obligations (including, without limitation, any warranty, confidentiality, intellectual property, assignment obligations) under this Agreement; (iii) the infringement, misappropriation or a claim of infringement or misappropriation of any patent, copyright, trademark or other proprietary or intellectual property right of a third party; (iv) the acts, omissions, negligence or misconduct of the Institution or its students, officers, directors, agents, representatives, assigns, personnel and employees; (v) any claims by the students or third parties against Virutsa related to this MoU.

5. Virtusa may also provide the Institution with publicity material such as handouts, information brochures and posters, and the Institution shall return any such materials, to Virtusa on the termination or expiry of this MOU, or as and when requested to do so by Virtusa.

6. Except for collaboration related to CRM, Institution is not barred from having collaborations with other organizations. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or any claim. For initiatives which are planned for CRM domain, Institution can invite guest speakers with prior approval from Virtusa. Any other event in this domain will be conducted in collaboration with Virtusa.

7. The Parties shall independently meet their expenditure incurred by the respective Parties in performing their part of obligations agreed herein.

8. The Parties shall respect the intellectual property of the other party and third parties and shall not use the trade name, trade mark, copyright, patent, symbol or designation belonging to the other party without prior approval and permission. No party shall claim itself as an agent or representative of the other party or create any liability for the other party.

9. The Parties shall maintain confidentiality of all information, course materials, plans, discussions, strategies, data or any material which shall be deemed to be confidential.

10. IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, COVER, LOSS OF OR INTERRUPTION OF BUSINESS OF CUSTOMER OR ANY OTHER PARTY ARISING OUT OF OR IN CONNECTION

WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES, THE DELIVERABLES, ANY SOFTWARE OR ANY OTHER MATERIALS OR ITEMS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE; AND (B) VIRTUSA'S AGGREGATE LIABILITY ARISING OUT OF THIS MOU FOR ANY CLAIM OR CLAIMS EXCEED INR 1000.

11. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.

12. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.

13. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.

14. Virtusa will be provided the day one or day two slot during the campus placements by the Institution, which will be finalized based on mutual discussion and agreement.

15. The Parties hereby agree that Virtusa shall not be under any obligation under this MOU to recruit any students from the Institution and the latter shall not make any claims in that regard.

16. The parties may negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.

IN WRITTEN WHEREOF both parties put their hard seal on the day, month and year stated herein above;

Date: 15.01.2018

Place: Tiruchengode

Name: R.Srinivasan

Company: K.S.R. EDUCATIONAL INSTITUTIONS

Signature:



Date: 15.01.2018


Place:

Name:

Company:

Signature:

VASU PENDYALA
Finance Controller



9-Jan-2018



Private and confidential – MoU between Virtusa Consulting Services Private Limited and K.S.R.Educational Institutions

