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લેનાર... ડી. એન. ક્રિશ્નાન, વીસી ટેકનોલોજી લિમિટેડ

ઠેકાણું... ૨૪-૦ વીસી ટેકનોલોજી

ગાંધીનગર સબ રજી. કચેરીના

સ્ટેમ્પ વેન્ડર

અંબુજી વસ્વાજી વિહોલ

લા. નં. - ૧૩/૯૩

૫૦૦ R.K. Patel

Memorandum of Understanding

1. This Memorandum of Understanding (MoU) is signed on this 08 date of December 2010 by and between Tata Consultancy Services Limited, a Company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, Fort, Mumbai 400 001 and with its branch office located at 17, Cathedral Road, Chennai 600089 represented by its Vice President and Chief Technology Officer, Mr. K. Ananth Krishnan (hereinafter called TCS)

and

Dhirubhai Ambani Institute of Information and Communication Technology (DA-IICT) represented by its Director, Prof. S C Sahasrabudhe having its administrative office Near Indroda Circle, Gandhinagar – 382 007, Gujarat. hereinafter called Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat to intensify the academic cooperation between the two, as set out hereunder.

2. Preamble: This MoU

- 2.1 Shall be valid for a period of five (5) years from the date of commencement of the programs mentioned hereunder;
- 2.2. Can be terminated on the basis of a notice from either side with three months notice;
- 2.3. Shall be deemed to have lapsed automatically at the end of its period of validity, unless renewed otherwise.

3. General Areas of Cooperation: Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat, in collaboration with TCS;

- 3.1 Shall nominate suitable PhD candidates who are bonafide full-time students of the institution, for the TCS Research Scholarship Program in one or more of the following subjects of Computer Engineering. Computer Science, Information Systems, Information Technology, and Software Engineering, which will in turn support this academic activity in terms of the provisions contained in the MoU;
- 3.2 The admissions can be done over a five-year period starting from the academic year 2010-11 and ending in the academic year 2014-15.
- 3.3 Candidates selected by TCS for the TCS Research Scholarship shall be referred to as TCS Research Scholar.

4. Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat further undertakes

- 4.1 (a) To publicize the TCS Research Scholarship Program along with the normal announcements for their academic programmes, at their cost, in newspapers and websites –however the institute has to be aware that there is no guarantee for awarding any or all of the scholarships for its applicants.
- 4.1(b) To mentor the research on a continual basis through dedicated faculty-guides so that the TCS Research Scholars get their Ph D degree at the end of the stipulated period;

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4.2 Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat further agrees to abide by the following conditions in the conduct of the TCS Research Scholars programme:

4.2.1. The students will have an Upper age limit of 28 years as on admission into Scholarship

4.2.2. The student should have first class education career right from Secondary School Certificate (Class X or equivalent)

4.2.3. The scheme is open in the following broad areas of study only: Computer Engineering, Computer Science, Information Systems, Information Technology, and Software Engineering

4.2.4. The scheme is open for the students who have been found to be eligible for admission to PhD in Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat. The scheme is open only for fresh PhD student admissions and not for students who are already admitted unless mutually agreed upon by TCS and the institution.

4.2.5. Students have to be registered as full-time students in Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat for PhD program.

4.2.6. The scholarship can be terminated by TCS, with one month notice, based on performance review report and also for any violation of any operational rules applicable to all the research students of the institution.

4.2.7. TCS reserves the first right of refusal to be an exclusive licensee for a period of 2 years from the grant of the patent, including right to market and sub license to its customers, for any patent filed by the academic institution resulting out of the research work of a TCS Research Scholar. If TCS does not exercise such a right within 180 days of being notified of the grant of such a patent, the institution can go ahead on its own and commercialize the patent to third parties. If TCS exercises the option, It will also be granted an irrevocable and royalty free license for the life of the patent. TCS may also request the academic institution to file the patent in additional specific geographies, provided TCS accepts all costs associated with such filing.

4.2.8. Applications will be submitted in the following format:

- a. Letter of application from the student
- b. Letter of support from the institution
- c. Research area write-up – should include a short review, broad problem statement, proposed scope and focus
- d. CV of the student – education, grades obtained, honors, publication list, work experience (if any)
- e. CV of the proposed guide, if already finalized.

4.2.9. Applications will be received twice every year, deadline 15th August and 15th January and the results will be announced within one month.

4.3 While Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat may recommend students for this programme, TCS reserves the right to admit some or none of the students recommended by the institution. Further, TCS reserves the right to conduct an interview of a student(s), if it deems necessary for the selection for the scheme. In such cases, interviews will be conducted in one of the TCS offices and candidates should travel to the designated venue for the interview. To-and-fro 2nd A/c rail fare from the Institution to the place of interview will be paid to each candidate called for the interview.

4.4 In case a student quits the PhD program, or ceases to be a full time student, then the institute will inform TCS immediately and the scholarship would automatically stand withdrawn for that student. Also, all other benefits such as conference sponsorship for the student and his / her guide would also terminate immediately.

4.5 The institute will monitor the students' conduct to ensure that it is in conformance with the rules of the institute, UGC and other regulatory bodies, and the Tata Code of Conduct. In the event of violation, the institute promises to inform TCS immediately and also take suitable action against the student.

5. TCS undertakes :

5.1(a) To pay each of the TCS Research Scholars, pursuing TCS Ph.D program a stipend of Rs. 18,000 per month for the first two years and Rs.20,000 for two years thereafter, or till completion of Research whichever is earlier. TCS Research Scholars will pay for entire tuition fees, exam fees and all other academic and other expenditures and TCS owes no liability for the same ; The amount of the scholarship are solely at TCS's discretion and are subject to revision by TCS with a 90 day notice period.

5.1 (b) To deposit with Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat at the beginning of the academic year and after finalization of the selection process, a sum equivalent to the stipend payable on account of TCS Ph D program, referred to at 3.1 and 3.2 of this MoU for that academic year for all the Scholars in position as on date at various levels. Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat will disburse the stipend to the Scholars on the designated date every month;

5.1 (c) To facilitate, at its sole discretion, a select number of TCS Research Scholars to work in its R&D labs subject to its policies, rules and regulations and also its requirements and meet their air/train fare from the location of the Institute and pay them per diem allowance at a rate to be determined by the TCS . Stay/food/local transport will be the concern of the visiting Scholars;

5.1 (d) To facilitate a select band of Faculty Guides to visit its R&D Labs subject to requirements, topic compatibility and mutual convenience - for which it will pay TA and per diem allowance as per norms in vogue in TCS ;



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5.1(e) To accept that TCS Research Scholars admitted for TCS Ph D program will be governed by Rules and Regulations stipulated by Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat during the pursuance of the course.

5.1 (f) To discontinue the entire scholarship program in respect of non-performing Research Scholars on the basis of a report of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat or *suo motto* – and the decision of TCS in this regard will be final and binding, however, all unpaid stipends to the TCS Research Scholar deposited with Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat are immediately returned to TCS;

5.1 (g) To meet the TDS or Service Tax payable, if any, on account of the stipend, provided such a payment is in accordance with the Law of the land in vogue from time to time or consider an increase in stipend to meet the commitment relating to payment of such dues to the Government in which case the liability of tax will not rest with the TCS.

5.2 Further, TCS also agrees to make the following payments provided the conditions mentioned against these are met:

5.2.1. Support for the TCS Research Scholar to participate in one International refereed Conference, held outside India, during the period of four years, where he has a paper to present, he being one of the authors of the paper. The support would cover travel, conference registration, accommodation and living allowance as per the norms of TCS.

5.2.2. Support for one of the guides of the TCS Research Scholar to participate in one International Refereed Conference, held outside India, during the period of four years, where the guide has a paper to present, TCS Research scholar being a coauthor, but not participating in the conference. The support would cover travel, conference registration, accommodation and living allowance as per the norms of TCS.

5.2.3. Support for the TCS Research Scholar to participate in two International / National refereed Conferences, held in India, during the period of four years, where he has a paper to present, he being one of the authors of the paper. The support would cover travel, conference registration, accommodation and living allowance as per the norms of TCS.

5.2.4. One time contingency grant of Rs. 1 Lakh to the institution for every student enrolled as TCS Research Scholar to meet any incidental expenses related to the project by the student, as approved by his research guide.

5.2.5. Visit(s) and Interaction(s) of TCS Research Scholar to TCS Innovation Laboratories based on projects needs, as judged by TCS Innovation Laboratory concerned.

5.3 Except as specified in the foregoing, TCS is not liable to make any other endowment. Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat agrees that TCS is not liable to pay any extra cost for infrastructural needs or for any specific requirements in connection with any activity under this MoU;

6. MoU- Governance

6.1 Through separate letters both Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat and TCS will identify Authorized Representatives for the aforesaid programs who shall be the single point of contact in their respective organizations and be responsible for taking forward any issue relating to this MoU.

6.2. Again through separate letters, depending upon needs and availability, TCS may, at its discretion, recommend co-guides from TCS for TCS Research Scholarship Program, which Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat is encouraged to accept for the purpose of mentorship, guidance, review and evaluation. The responsibility of running the programs will however rest with Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat;

6.3 Through separate letters, both Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat and TCS shall establish a "Steering Committee" comprising an "Executive Sponsor" from TCS and a "Program Director" from Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat. The Program Director will be its Convener and the Executive Sponsor will chair the Committee. Concerned HoDs, Guides and Co-guides as also the Authorized Representatives of the respective programs will be co-opted subject to requirements;

6.4 The Steering Committee shall meet at least once a year and can make recommendations with regard to its academic content and administrative regulations for the consideration of the TCS;

6.5 During the term of this MoU, Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall prominently display the name and logo of TCS in all its external communications relating to this Program like press releases, statements, interviews, advertisements or any other promotional effort;

7. General Terms & Conditions

7.1 By entering into this Agreement, the parties undertake: 1) to respect each other's intellectual properties including the patent, trademarks, copyrights, trade secrets and logos (collectively known as "the intellectual properties"), 2) not to use each other's intellectual properties without the prior written consent, 3) ensure the confidentiality of such intellectual property and any other confidential information (confidential information shall mean any and all information disclosed by the disclosing party in writing, oral or visual and all information which came under the purview of the receiving party) within their respective

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organizations, 4) not to use each other's intellectual properties and confidential information should this arrangement be dissolved; 5) to render itself liable, in case of any intellectual property infringement claims, to all such damages, expenses, costs and penalties, actions as available to the other party under the law. All intellectual property rights belonging to the Parties shall remain with the respective Parties and no ownership is granted or transferred through this Agreement. The parties agree that neither of them shall gain by virtue of this Agreement any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the Other party, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time. Unless otherwise agreed between the parties in writing, all new inventions, innovations or ideas developed in the course of providing services shall belong to the party who develops them during the assignment. 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 and such outcome of such joint development shall be jointly owned by the parties (unless specifically agreed to the contrary in a separate agreement).

7.2. Any disclosure of TCS proprietary or confidential information either to Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat or TCS Research Scholars shall be subject to execution of a separate Confidentiality and IP Protection Agreement by the recipient;

7.3 Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall hold TCS harmless and indemnify against any claim that may arise out of non-compliance of any applicable law by Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat, including without limitation, any claim relating to death or injury to any person. The employees and sponsored students of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall at all times, be and remain the employees of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat. Employees and the sponsored students of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall not have any right to claim employment under TCS, at any time, whether they have been assigned any work or not under the terms of this contract. Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall hold harmless and indemnify TCS, from any claims of employment that the employees of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat or the sponsored students may make against TCS, including without limitation, any claims for benefits of employment. Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall indemnify TCS, its officers, agents and employees against all proceedings, costs, expenses, liabilities, injury, death, loss or damage arising out of the use or possession of the facilities of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat in connection

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with performance of obligations by TCS hereunder, save to the extent caused by any negligent or willful act or omission of TCS employees concerned;

7.4 Each party (which term applies to TCS and Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat) shall bear its own share of expenses and costs with regard to all discussions and activities between the parties;

7.5 Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties;

7.6 Neither party will be responsible for any delay or non-performance of its obligations under this MoU due to events beyond its reasonable control;

7.7 Dispute between the parties shall be resolved by mutual discussions. Unresolved disputes shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and shall be referred to a sole arbitrator to be mutually agreed. If parties fail to decide a sole arbitrator, the dispute shall be referred to an arbitration tribunal of three out of whom TCS and Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat appoint one arbitrator each and the third arbitrator to be appointed by the said two arbitrators. The language of the arbitration shall be English and the venue shall be Chennai. The laws of India shall govern this MoU. Both parties submit to the exclusive jurisdiction of the Courts in Chennai

7.8 In no event shall TCS and/or its employees be liable to Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat, for special, indirect, incidental, consequential or any other damages, including damages due to lost profits, data, goodwill, image or savings suffered by Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat because of any performance or failure to perform any obligations by TCS and/or its employees hereunder;

7.9 Notwithstanding what is stated above, TCS shall have the right to terminate this MoU by giving three months written notice to Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat. All obligations of TCS shall cease as of the date of termination of this MOU and TCS shall have no liability (including any obligation to make any payments of any amount to Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat whatsoever towards Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat.

7.10 Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat agrees to refund all unpaid stipend amounts to TCS immediately upon termination;

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7.11 The Business activities of TCS are self regulated by the "Tata Code of Conduct" and Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall at all times abide by the said code as part of the administration of this MOU. Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat shall further undertake that it will promptly report any violations of the code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received;

7.12 At the end of this MoU, a responsibility matrix is attached indicating the division of responsibility to run the programs contemplated under this review for easy guidance. However for deeper interpretation, the main body of the MoU holds good from all perspectives:

7.13 If Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat accepts the terms and conditions of the MoU, as the Director of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat, you may kindly sign the copy of this document as token of your acceptance and return it to us by close of business on _____.

Yours faithfully,

Tata Consultancy Services Limited



Ananth Krishnan

K Ananth Krishnan

Vice President and Chief Technology Officer

Agreed to and accepted for and on behalf of Dhirubhai Ambani Institute of Information and Communication Technology, Gandhinagar, Gujarat:

this eighth day of December, 2010.

S. C. Sahasrabudhe

Prof. S. C. Sahasrabudhe
Director
DA-IICT, Gandhinagar.

Institute of Information and Communication Technology

Gandhinagar, Gujarat



Date: 08 December 2010.