

# MEMORANDUM OF UNDERSTANDING

this Memorandum of Understanding ("MOU") is entered into on the 4<sup>th</sup> day of May, 2016 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 Karpagam University, a deemed University, established under section 3 of UGC Act 1956 and having its principal office at Pollachi Road, Eachanari, Coimbatore (hereinafter referred to as "Institute").

CS 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 postgraduate level in various streams

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:

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முத்திரை நான விற்பனையானர் கிலம் பண 12096/ ஆ 1/2010/18 17/357. பாலகாடு மெய்ன தாக காக்கு கல், கதுக்கை, கேகை-105,

# I) UNDERSTANDING

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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 disigning 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 level ("Option 3"), as may be agreed to by the Parties and details outlined in Annexure A. The term 'Qurriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

The agreement between TCS and Institute would be effective from 4<sup>th</sup> May 2016 ("Effective Date") and shall be valid up to 3<sup>rd</sup> May 2019.

# 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.

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- 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.
- 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.

# 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.

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- 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 is 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.
  - 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

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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.

- 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 it 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 copies of the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted 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.

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 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.

# 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 to the same, or derivative works thereof, or feedback received with respect to them, shall vest with TCS and/or its licensors. 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 notice 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. 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 notice and other proprietary markings or notice as included in the course material provided by TCS.
- 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 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.

# 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.
- 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 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.

# 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.

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Point of contact of Institute: Mr. Karthick Vasanth Trustee Karpagam University, Pollachi Main Road, Eachanari Post, Coimbatore -641021 kvasanth@karpagam.com / ph - 94421 25669.

Point of contact of TCS:

Rajiv Noronha, Head-Organizational Effectiveness (BPO Services), Tata Consultancy Services Ltd, Think Campus, Hosur Road, BANGALORE 560 100 Ph: +91 90350 27150

# 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 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.

# **XI) NOTICES**

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

## To TCS:

Attention: Rajiv Noronha, Head – Organizational Effectiveness (BPO Services), Tata Consultancy Services Ltd, Think Campus, Electronic City Phase II, Hosur Road, Bangalore 560100

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With a copy addressed to: Deputy General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India), Fax No. + 91 22 6778 8097.

To Institute: Attention:

Mr. Karthick Vasanth Trustee Karpagam University, Pollachi Main Road, Eachanari Post, Coimbatore -641021 kvasanth@karpagam.com / ph - 94421 25669.

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 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

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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.

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# 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 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)

Signature:

Name: Rajiv Noronha Title: General Manager – Human Resources

4/5/2016. Date:

Karpagam University (Institute)

Signature:

Name: Dr. S. Sudalaimuthu Title: Vice Chancellor

Date: 4.05. 2010

# ANNEXURE - A

# OPTION 1:

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

Offering - Only for short term courses,

- TCS agrees to design and develop specialized courses in areas like Finance & Accounts, Banking, Insurance, Retail, Analytics, statistics, campus to corporate etc. (hereinafter referred to as "TCS Designed Course(s)"). 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.
- In general, the various TCS Designed Course(s) will range from 45 to 75 hours approximately and can be customized based on the requirements of the Institute.

Such TCS Designed Courses may be offered to students at the Institute, undergoing a specific 3 year degree programs, like B Com, BBA, BA etc, mutually agreed by TCS and Institute.

### **OPTION 2**

# TCS Designed Course(s) - Offered as Bacehelor's degree level full Curriculum specialization

Offering - Option 1 + 3 year degree program in BPS / BPM.

**3 year Degree**: TCS will also consider working on designing full curriculum specialization in Business Process Services for Bachelor of Commerce (B.Com) and Business Process Management for Bachelor of Business Administration / Management (BBA / BBM) degree courses. The objective is to evolve Business Process Services / Management as a specialization area in the curriculum offered by Institute and provide the students of B.Com and BBA / BBM with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field.

- a degree level full curriculum called B.Com/BBA/BBM with specializations streams in Business Process Services / Management by selecting a basket of 8 to 10 courses from TCS Designed Course(s) that can be included across the 3 years of the degree courses.
- At the degree level, TCS proposes two full curriculum specializations viz. "B.Com in Business Process Services" and "BBA/BBM in Business Process Management respectively, for the students intending to join the B.Com and/or BBA/BBM degree courses and will work in collaboration with the Institute for designing the curriculum for the same spread over 3 years of the graduation course (the "Curriculum"). The Curriculum will include examination/assessment at the end of each semester / year in TCS Designed Course(s) along with other core topics.

# ANNEXURE - B (FOR STUDENTS)

# INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned \_\_\_\_\_ Year B.Com/BBA student ("I"/ "Student") of <a href="mailto:student">student</a>"Year B.Com/BBA student ("I"/ "Student") of <a href="mailto:student">student</a> College, <a href="mailto:studentssigned">student</a> Year B.Com/BBA student ("I"/ "Student") of <a href="mailto:studentssigned">student</a> Year B.Com/BBA student <a href="mailto:studentssigned">to University and University and D.S. Marg, Fort, Mumbai – 400001, India ("TCS")</a>,

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 \_\_\_\_\_\_\_ (the "MOU"), TCS has *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:\_\_\_\_

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# 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 400001, India ("TCS"), and ("TCS"), and ("Faculty"), a Faculty in the Department of at 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

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;
  - 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;

and

Page 13 of 15

- 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.
- 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\_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 juridiction.

TCS Confidential

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- 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

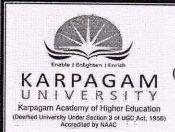
Location: Date:

Sign in the box

Sign in the box

Name, Designation & Signature

Name, Designation & Signature of Faculty



KARPAGAM UNIVERSITY (Karpagam Academy of Higher Education) (Established Under Sec. 3 of UGC Act 1956)



MoU with Tata Consultancy Services

# AGENDA

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Welcome Address

About the University

Presidential Address

Introduction of Chief Guest

Special Addresss

Felicitation

Vote of Thanks

**Dr.M.Palaniswamy** Dean, Faculty of Arts, Science and Humanities Karpagam University

Shri. K.Murugaiah Chief Executive Officer Karpagam Educational Institutions

**Dr.S.Sudalaimuthu** Vice-Chancellor Karpagam University

**Dr.K.Kumuthadevi** Professor & Head, Dept. of Commerce Karpagam University

Mr. Rajiv Noronha Vice President and Head Organizational Effectiveness Tata Consultancy Services

Mr.K.Manickam Lead – Academic Interface Program Organizational Effectiveness – BPR – HR Tata Consultancy Services

Shri. Karthick Vasanth Managing Trustee Karpagam Educational Institutions

FACILITIES AGREEMENT

To Conclust To Conclust on line escination in our Comput For placement THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg. Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns)for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

#### WHEREAS:

a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services"); b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities");

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### **Definitions:-**

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

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"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:-TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the

**JCS** Proprietary and Confidential

To CEO Sir Corry

essence of this Agreement and in the event of non-availability of the Facilities during Usage Period: TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:-This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

Obligations of the LISP: - LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electrician, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with allapplicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations, under this Agreement. LISP shall also procure and maintain allrequired approvals, permission, consent throughout the term of this, Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents .LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees: - TCS shall pay Fees to LISP as per Clause & in Schedule 2 after deduction of applicable tax at source (TDS) and provide UISF certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party- represents; warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants-that all the Facilities provided as per Schedule 2 are in working conditions throughout the

212.0 Version 01. K. MURUGAIAH

Chief Executive Officer KARFAGAM ACADEMY OF HIGHER EDUCATION (Deemed University Established Under Section 3 of UGC Act 1956) Eschanari, Coimbatere - 641 021. Jamil Medu.

charges, taxes etc with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information: - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers. 9. Termination :- (10.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(10.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(10.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous:- (11.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(11.2) <u>Change Request</u>: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(11.3) <u>Governing Law. Dispute Resolution and Jurisdiction.</u> This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(11.4) <u>Entire Agreement</u>. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(11.5) <u>Notice</u>:- Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

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KARPAGAM UNIVERSITY

Name: K.MURUGAIA Title: CHIEF EXECUTIVE O A Constraint

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TATA Consultancy Services Ltd.

Name: Mr. Venguswamy Ramaswamy

Title: Global Head - TCS ION

Version 01

# TERMS OF AGREEMENT

LISP Name	Invoicing Entity	Registered office address	Details of contact person	Location Name
KARPAGAM UNIVERSITY	KARPAGAM UNIVERSITY	KARPAGAM UNIVERSITY POLLACHI MAIN ROAD, EACHANARI POST, COIMBATORE 641021	Mr. T.KUPPURAJ IT MANAGER <u>tkuppuraj@karpagam.ac.in</u> 9965599314	Coimbatore

Contract Term	Effective Date	
3 years from Effective Date	01-Aug-2016	

2, K. MURUGAIAH Chief Executive Officer KARPAGAM ACADEMY OF HIGHER EDUCATION

KARPAGAM ACADEMY OF HIGHER EDUCATION (Deemed University Established Under Section 3 of UGC Act 1956) Eachanari, Coimbatore - 641 021, Tamil Nadu.

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- Facilities: Facilities shall be inclusive but not limited to the following listed: 1.
  - General Facilities а.
    - Furnished IT lab/s with furniture,
    - ii. Air-conditioned server & UPS room
    - 181. First Aid
    - Fire Extinguishers IV.
    - V. Drinking water
    - vi. Cafeteria
    - vii. Rest Rooms and Toilets
    - viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

#### b. Diesel Generator Facilities

- Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid i. AMC and service certificate at all times
- Assessment Support: C.
  - As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the Ĭ. role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation \supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the Invigilation/supervision service -with TCS and/or its Authorized Personnel as and when required
- LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply. ii,

#### 2. LISP Hardware:

Based on requirements of TCS, as per Work Order (as per 5 (a) below), including but not limited to the following as applicable:

- Computer Nodes (Per Node Contracted and Used Per Session) a.
- b. LAN Facility
- Surveillance Camera facility to record a session based on TCS requirement-C.
- d. Recording media (CD/ DVD)
- Webcam for registration based on TCS requirement e.
- f Internet Connectivity (with at least broadband connectivity)
- Laser / Ink Jet Printer (Per Unit ) g.
- h. Printer with printing paper
- UPS 1.
- 1. Generator back Up

#### 3. Fees:

a. TCS shall pay Fees only for LISP Hardware for nodes as specified in the Work Order
 b. The rate per node shall be determined basis "Category" as specified in Work Order. Various Categories are listed below:

Category	Number of Shifts	Personnel and Miscellaneous Cost	Rate per Node- LISP Hardware
C1	One Shift	Excluded	40
CB2	Two Shift	Included	120
CB3	Three Shift	Included	150
CB4	Four Shift	Included	165

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Chief Executive Office KARPAGAN ACADEMY OF HIGHER COERCATION (Deened university totatticked Under Section 3 of USC Ad 1955) Entheruni, Luisibotare . 641 021, frinit Madu.

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c. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price
1	Test Centre Administrator	Rs.500 per shift
2	IT Managers	Rs.500 per shift
3	Invigilators	Rs.500 per shift
4	Support	Rs.300 per shift

d. Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below: :

#	Description	Price
.1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

e. Diesel Generator Cost: Basis of actual utilization LISP will charge TCS for reimbursement of diesel expenses for the proportionate DG usage (i.e. period utilized, load shared, etc.) at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 600 per hour

#### 4. Miscellaneous:

a. TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise invoice after the Usage Period. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.

### SCHEDULE – 3 SERVICE LEVEL CREDITS

LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel

LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order

LISP shall ensure that the invoices are dispatched immediately after completion of the project is stated in Work Order.

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# CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated \_ (Facilities Agreement) has been signed by authorized representatives of each party.

Change	Request	
No.:		

Date Initiated:

Initiated by -

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

a) Schedule 1

b) Schedule 2

c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP Authorize SIG

Date

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K. MURUGAIAH Chief Executive Officer KARPAGAM ACADEMY OF HIGHER EDUCATION (Deemed University Established Under Section 3 of UGC Act 1956) Exchanuri, Combetare - 641 021. Tamil Nadu. 1

#### FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT (This Agreement') is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS; House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as "TCS" (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a "LISP" (which expressions shall, unless the context requires otherwise includes its successors and permitted assigns). In this Agreement, TCS and LISP are collectively referred as "Parties" and individually. as a Faity

a) 165 has certain shared software applications ('TCS Application System') which will be accessed/used by its customers ("Services"); b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities").

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1 Definitions.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities

"Facilities" shall mean the facilities as set out in Schedule 2

"Location" shall mean the location or place of the LISP where the Facilities shall be made available to TCS

"Term" shall mean the term as set out in the Schedule 1

"Usage Period" shall mean the period during which the Facilities shall be made available by the LISP and shall be used by TCS Usage Period shall be notified by TCS from time to time through a written notice to the LISP or can be agreed under the relevant Work Order

"LISP" shall mean Local Infrastructure Service Provider

2. Scope of Service: LISP hereby agrees to allow TCS and its Customers to use the Eacilities during the Term of this Agreement. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period, informing the LISP to make available the Facilities to TCS and allow free access to and use the Location(s) during the Usage Period to enable TCS to render Services to its Customers. This will be done by TCS by issuing specific Work Orders in the format attached herein as Schedule 3. The LISP, at their own discretion can choose to accept providing the Facilities to TCS by signing the aforesaid specific Work Order. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities within the time agreed; TCS and its Customers would incur irreparable loss and damage both financial and reputational

3. Term and Renewal:-This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

4. Facilities: - On acceptance of the Work Order of TCS LISP shall make available the Facilities (as setout and specified in the said agreed Work Order) in working condition to TGS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities and shall assist and cooperate with TCS to enable TCS to render Services to its Customers. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP

shall ensure that such personnel have necessary expertise as required by TCS LISP shall, at all times, comply with all work place or Location related rules, regulations or policies including confidentiality and other obligations under this Agreement. Notwithstanding anything contained herein, TCS shall be enlitted to bring and take out its own tools, items, hardware, software, fixture, equipments or other materials as may be required for the purpose of rendering Services. TCS has the right to postpone the Usage Period

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5. Fees: - TCS shall pay Fees to LISP as per Schedule 2. Each Work Order will specify the number of units to be supplied by LISP as may be mutually agreed between the Parties. All Fees payable under this Agreement shall be exclusive of all taxes.

6. Representation and Warranties:- Each Party represents. warrants and covenants to the other that: (i) it is duly organized and validity existing and in good standing under the laws of the country; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation, and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or delault under, its charter of organization, or any contract or other instrument to which it is a party. LISP shall indemnify defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expension of whatever nature ensing or resulting from breach of the aloness warranties or from the violation of any laws, rules, regulations for statutory requirements.

7. Limitation of Liability:- Neither Party shall be liable to the for any special, indirect, incidental, consequential (including loss the revenue and/or profit), exemplary or punitive damages whether and contract, tort or other theores of law, even if the Party has been in contract, tort or other becomes of taw, even in the next cumulative 2 advised of the possibility of such damages. The total cumulative 2 liability of either party under this Agreement shall not exceed in cu aggregate the amount paid by TCS to the USP punded this a Agreement. The limitation on any Party's liability hereb shart not apply to tability for damages, resulting from (1) gross negligence or apply to liability for damages, resulting from (I) gross negligence or wilful misconduct; or (ii) breach of confidentiality obligations or (III) breach of clause 4 (Facilities) and clause 6 (Representations and Warranties) by LISP.

8. Confidential Information: - Each Party receiver the Information (the "<u>Receiving Party</u>") acknowledges an maintain the confidentiality of Confidential Information the other Party (the "Disclosing Party") adi provide the other Party (the "Disclosing Party") hereunder the Receiver Party shall not disclose or disseminate the Disclosing Party Confidential Information to any person other than those employees agents, contractors, subcontractors and licenspes of the Receiving of Party, or its alfuiates, who have a need to know it in-order to assist the Receiving Party in performing its obligations, or o permit thes Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is a already known to the Receiving Party free offany respiction at

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Party or any third party, (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party chall promptly return to the Disclosing Party or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and symmanes thereof.

Intellectual Property Rights:- LISP agrees that all TCS Application. System, deliverables and work products created or developed by LISP and/or TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9 Termination:- (10,1) Termination for convenience by TCS TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP (10.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach, which is not cured within thirty days of the receipt of

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Name K.Murugau	ah /

Title : Chief Executive Officer

the said notice period (10.3) Effect of termination. Either party shall, return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted. Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP

> - Miscellaneous:- (11.1) LISP shall not assign of 10 transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS. (11.2) Governing Law Dispute Resolution and Jurisdiction. This Agreement shall she governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbal shall have exclusive jurisdiction. (11.3)Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof) (11.4) Notice: Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to writing by suthe Ranies In other each

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## SCHEDULE 1

### TERMS OF AGREEMENT

LISP Name	Registered office address	Details of Contact person
KARPAGAM UNIVERSITY	KARPAGAM UNIVERSITY POLLACHI MAIN ROAD, EACHANARI POST	Name: D.Sathya Srinivas Title: Head, Department of Computer Application Contact No: 9994148189 Mail : sathyasrinivas@yahoo.com

F (grafier)	Contract Term	Effoctivo Dato
3 9	ears from Effective Date	21/04/2015

FACILITIES

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	Description	Single Shift Price (INR)	Two Shilt Price	Three Shift Price
1	Computer Nodes (Per Node Contracted and Used Per Session)	₹40 per node		
	LAN Facility	Assumed that contracted nodes are on LAN	The second s	ACAMP-SALARS
3	Surveillance Camera facility to record a session	\$5,000		
•	Recording Charges per CD/ DVD	750 per CD/DVD	and the state of the second	and the second se
5	Webcam for registration	<10 per day per webcam	m store in gate dar April for stars	Private and a general Ant of
6	Internet Connectivity (with at least 30KBPS connectivity)	Assumed to be available		
2	Laser / Ink Jet Printer (Per Unit.)	7100 per unit for the Usage period	R110 for 2 shifts	R140 for 3 shifts
8	Printer	7100 per day per printer	10.00世纪的大学	All the Managers
9	Print Per Sheet	<pre> The sheet</pre>		Call States
10	UPS	Assumed to be available	Service States	and the second second second
11	Test centre Administrator	\$500	and the set of the set of the set of the	SCORE SCORESSER AN
12	IT Managers	₹500		Call Rid room and realized the state
13	IT Assistants	\$400	The product of the product	19 April 19 April 19 April 19
14	Invigilators	₹500	11 - 14-0 - 271 - 1-3-4	CALL CONTRACTOR
15	Volunteers	₹300	The second states	ALL OF THE MER SH
			Sector Sector	
	Description	Single Shift	Two Shift Price	Three Shift Price
1	Generator back Up	Assumed to be available	Assumed to be	Assumed 10 b
2	Fuel Charges per Hour of Generator Usage	R600 per hour		.7600 per hour

1000	Description	Single Shift	Two Shift Price Three Shift Price
1	Generator back Up	Assumed to be available	Assumed to be Assumed to be available
2	Fuel Charges per Hour of Generator Usage	and a second	₹600 per hour
			and the set of the set

Below mentioned items are assumed to be included by LISP at no charge. First Aid Fire Extinguishers **Drinking water** 

Any other facilities as agreed by the parties under a relevant Work Order

Cafeteria

Rest Rooms and Toilets

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Location for provision of the aforesaid Infrastructure facilities is as agreed under the relevant Work Order.

TCS will raise a Work order every time the Facilities of the LISP are to be used and LISP shall raise invoice after the Usage Period The payment will be made by TCS within thirty (30) days from the date of receipt of invoice.

For KARPAGAM UNIVER

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# WORK ORDER TEMPLATE

KARPAGAM UNIVERSITY POLLACHI MAIN ROAD, EACHANARI POST COIMBATORE - 641021

21/04/2016

Work Order reference #>

<Date> <Job.number> >

Dear Sirs.

We are pleased to release a Work Order for the item/s as given in Annexure A below:

This Work Order shall be governed by Facilities Agreement dated \_\_\_\_\_\_between Tata Consultancy Services Ltd and \_\_\_\_\_\_

Assessment Name, Date & Hour	<namo> &amp; <dato></dato></namo>
Usage Period	<from &="" completion="" dates="" project="" till="" to=""></from>
Project Address	<ul> <li><lisp &="" location="" name=""></lisp></li> </ul>
Shifts	<single, three="" two,=""></single,>
Invoice Address	Tata Consultancy Services Ltd ION Assessment Empire Plaza, 1 <sup>th</sup> floor LBS Marg, Vikhroli (W) Mumbai – 400 083
Payment	100% payment within 30 days of receipt of invoice or as agreed, under the Agreement
Email for communication	lon.assessment@tcs.com

Please mention Work Order <reference #> in all your future correspondence for easy reference and payment facilitation.

In case the number of days specified below increases or decreases, billing is agreed on a pro rate basis:

Kindly accept of this Work Order.

Thanking you.

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Annexure "A"

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