

MEMORANDUM OF UNDERSTANDING ("MoU")
BETWEEN
Accenture Services Pvt. Ltd.
AND
Jaypee Education System, Noida

The Memorandum of Understanding (MoU) made and entered into on 03 day of Feb, 2010 ("Effective Date") amongst the following parties having their locations and address as mentioned against each as follows:

Accenture Services Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its registered office at Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West), Mumbai-400079 (hereinafter referred to as "Accenture"); and

Jaypee Education System (JES) comprising of Jaypee Institute of Information Technology University Noida, Jaypee University of Information Technology Waknaghat, Solan and Jaypee Institute of Engineering & Technology Guna, set up under the aegis of Jaiprakash Sewa Sansthan, offering undergraduate, post-graduate and doctoral degrees in engineering (hereinafter referred to as Institute) A10, Sector 62, JIIT University, Noida 201307 (hereinafter referred to as "JES, Noida")

1. **Preamble:** Accenture is primarily engaged in the business of providing various information technology enabled services including Business Process Outsourcing and Consultancy Services. JES, Noida is an educational institute. JES, Noida is a pilot college identified by Accenture and hence Accenture has conducted a special recruitment drive at their campus.
2. **Scope and Objective:** For the purpose of this MoU, following has been agreed between the parties:
 - a) The recruitment drive has been conducted in December 2009.
 - b) This offer is subject to availability of the required hardware / software and network connectivity required for conduct of the training program at your college campus
 - c) The candidates selected by Accenture during the recruitment drive (i.e. the ones who accepts the offer of employment) would undergo a training program aimed at imparting effective work skills and providing the students with a head start into industry. The program would be spread over 1.5 to 3 months at the college campus premises during May to July 2010 timeframe. Accenture experts would be deputed to conduct sessions needed for the same.
 - d) After the successful completion of the training program at campus, an Accenture specific Greenfield Training Program will be conducted in the Accenture premises for two to four weeks duration when the student joins Accenture as an employee. Periodic tests will be conducted throughout the training program at campus and Accenture Greenfield Training Program. Candidates are expected to clear all these tests as per the Accenture process and applicable cut-offs for clearing these tests. These are standard tests and cut-offs applied to all new entry level hires within Accenture. Candidates are required to get min 60% marks to qualify each test in a maximum of 4 attempts.
 - e) Aggregate average of 65% of all the tests in the designated training program at campus is required to qualify the program. In case the candidate is unable to clear the tests in the designated training program at campus (each test or in aggregate) the employment offer would stand revoked. Aggregate average of 65% of all the tests is required to qualify the Accenture Greenfield Training Program. In case the candidate is unable to clear the tests in the Accenture Greenfield Training Program (each test or in aggregate) the employment offer would stand revoked.

in/
J.P.S. - R.

3. **Parties Obligations:**

- a) Accenture agrees that the selected candidates would be on-boarded during August 2010 to September 2010 timeframe after successful completion of the designated training program at college campus and then the Greenfield Training Program within Accenture.
 - b) The college agrees to make the required infrastructural and logistical arrangements necessary for the roll out of the designated training program at campus which would be communicated separately to the college.
 - c) All infrastructural requirements such as conference room, projector, laptop, white board, chart papers for case studies, marker pens, etc will be made available by the college. The required hardware, software and network connectivity will be provided by the college. In other words fully equipped AC classrooms and lab setup will be provided by the college to conduct the designated training program at campus.
 - d) Accenture selected candidates would be made to sign a non disclosure agreement (NDA) prior to commencement of the designated training program at the college and a service agreement on being converted to Accenture employees.
4. **Term:** This MoU shall be in force from the Effective Date and will continue to be in force for a period of one (1) year only i.e. for candidates hired by Accenture in December 2009.
 5. **Modification:** This MoU may be supplemented, amended, or modified only by the mutual agreement of the parties. No such modification shall be binding unless it is in writing and signed by both the parties.
 6. **Waiver:** The failure of either party to insist upon strict performance of any provision of this MoU or to exercise any option, right or remedies, contained in this MoU shall not constitute a waiver or a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this MoU shall be deemed to have been made unless expressed in writing and signed by such party.
 7. **Severability:** If any provision or provisions of this MoU shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
 8. **Governing Law:** This MoU shall be governed by, and construed in accordance with the law of India. Courts of Bangalore shall have the exclusive jurisdiction to adjudicate any dispute which may arise between the parties.

The parties agree to cooperate in good faith along the lines described in this MOU.

In WITNESS WHEREOF the parties have signed this MoU on the day, month and year first hereinabove mentioned

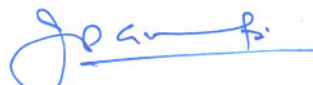
Authorized Signatory


Mr. Sanjeev Vohra

Sr. Director

Accenture Services Pvt. Ltd.

Authorized Signatory


Prof. J.P. Gupta

Vice Chancellor

Jaypee Education System