

Memorandum of Understanding (“MoU”)

This MoU is between HCL Technologies Ltd., an Indian company with its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, 110 119, India (hereafter referred to as “HCL”) and Jaypee Institute of Information Technology University at A10, Sector 62, Noida – 201307 hereafter referred to as “JIIT”) for the purpose of enriching the technical education imparted to students of all engineering disciplines in the field of Information Technology (IT).

(Hereinafter referred to, collectively, as the “Parties” and, individually, as a “Party”)

WHEREAS

- A. JIIT is a University and is committed to educational excellence.
- B. HCL is one of India’s leading global IT Services companies providing engineering services, software-led IT solutions, remote infrastructure management services and BPO (Business Process Outsourcing)

NOW, THEREFORE, the Parties wish to set forth their principal mutual understanding regarding the matters set out above

1. Nature of Relationship

This MoU is for collaboration between the two parties, for mutual benefit, for the purposes set out in Annexure to enhance the quality of the educational experience for the students of the University.

This MoU shall be valid for 3 years from the date and each party shall be at full liberty to terminate the collaboration, with a notice period of 3 months.

Both parties shall take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.

HCL shall provide JIIT with the agreed upon incentives and materials as provided in Annexure, and JIIT shall use these as per HCL's guidelines. JIIT will have to bear all expenses such as providing infrastructure, network and Internet access and other facilities required for the education and training.

2. Mutual obligation

This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or any claim.

Each party shall meet the expenses between them as mutually agreed.

Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior approval. No Party shall acquire any right in the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

Both parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

3. Limitation of Liability, Warranties and Non- Solicitation

Each party shall ensure that the other is not put to any liability for any act of the respective party. Neither party shall be liable towards the other for any losses or damages under this MoU whether direct, special, indirect, incidental, consequential (including loss of profit), exemplary or punitive damages whether in contract, tort or other theories of law, and even if such other party has been advised of the possibility of such damages, nor for any loss of profit or revenue, or loss of goodwill or reputation.

Each party represents that they have the full power and authority to enter into this MoU in general. The parties hereby excludes all warranties, whether express, implied or by operation of law, course of dealing, trade usage, representation statement or otherwise, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

Each party shall ensure that they do not actively solicit or hire the faculty or employee of the respective parties who have been involved in activities mentioned in Annexure under this Agreement during the period of such employee's/faculty's involvement with this Program and for 12 months thereafter. In the event of any violation of this restriction, a fee of Rs. 40 lakhs shall be payable for every person so hired due to the training costs associated with such person.

4. General

Both parties will designate a representative from its side who will be the primary contact on behalf of that party.

Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.

Both the parties agree that HCL is not obliged on account of this MoU to recruit any fixed number of students from IIIT.

This MOU shall be construed and governed by Indian law and shall be subject to exclusive jurisdiction of courts at Delhi.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

For HCL Technologies Ltd.

For IIIT University

Date: 2nd May 2008

Date : 2nd May 2008

Place: Noida

Place : Noida

Name: Mr. B. Ravi Shankar

Name: Prof. J. P. Gupta

Designation: Sr. Vice President

Designation: Vice chancellor


Signature:


Signature

ANNEXURE

PURPOSE / SCOPE OF THE COLLABORATION

Implementing GO Pro program

1. HCL will run the Soft skill **Go Pro** program in IIIT
2. IIIT will provide with the needful class rooms and other infrastructure if any.
3. HCL will provide with course materials if any for the program

Technology Cooperation

1. HCL and IIIT will identify technical areas in which both will cooperate for Research among other things.

Student/ Education

1. Conduct special Technical lectures for students at campuses
2. Increase employability by providing technical and soft skills
3. Encouraging the students to visit HCL campus
4. Involve them in Projects in HCL

Faculty

1. Conduct Faculty Enablement Program
2. Sabbaticals at HCL
3. Encourage faculty visits to HCL to help interaction with Experts of HCL.

University

1. Help IIIT design a PG program that will suit the Industry.
2. Sharing Industry-oriented courseware and Technology.
3. Work with University to help align the industry requirements into the University curriculum