



MOU

For Talent Development Programme

Between

Ericsson & JIIT

Dated: 02nd Mar 2017



Memorandum of Understanding
Between
Ericsson India Global & JIT University, Noida

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") dated 6th October 2016 by and between Jaypee Institute of Information Technology (Deemed University), Noida an education institution recognized by the Department of Higher Education, , with its principal place of operations at **Noida – 201301 (Uttar Pradesh) ("University")** and **Ericsson India Global Services Pvt. Ltd.** with its principal place of business at Knowledge Boulevard, Plot No. A-8A, Tower B,, 4th Floor, Sector – 62, NH-24 Bypass, Sector 62, Noida, UP, India. ("**Ericsson**")

WHEREAS, **Ericsson India Global Services Pvt. Ltd** is company having a wide repertoire of information technology and telecom services including but not limited to computer programming, software development/ customization/ installation/ maintenance with expertise in RAN BSS, OSS, Core Networks, Cloud, VAS, M2M & TV Media Domain.

WHEREAS, the University is **Jaypee Institute of Information Technology** declared deemed to be **University under section 3 of UGC Act 1956** is rapidly growing to become benchmark **University in emerging technologies and higher education.**

JIIT is fully equipped to conduct UG, PG and Doctoral programs and has more than 2000 research publications and 21 books to its credit. JIIT has collaborations/understanding with many foreign Universities such as University of California, University of Florida, University of Abertay Dundee(UK) to name a few. JIIT has been ranked 60th rank nationally by NIRF, Min of HRD and is #1 in NCR amongst private Institution.

JIIT has three centres – Noida, Salon & Guna and each centre is fully equipped with qualified teaching staffs, latest technology labs & independent management/administration team.

WHEREAS Ericsson and IIIT University are contemplating to enter into a long term mutually beneficial relationship. **ERICSSON – IIIT Talent Development Program** is about teaching Ericsson Domains (to start with Ericsson's Radio Access Network(RAN) Portfolio Specific Cutting Edge Domains i.e. as Electives to Engineering Students of IIIT University followed by Projects at the Campus.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS

1. Ericsson India Global Services Pvt Ltd will facilitate the University in imparting training in the areas of Ericsson's Radio Access Network Portfolio Specific Cutting Edge Telecom Domains i.e. Platform to start with. The program will be designed in two parts – Prerequisites and Elective. Students should hold knowledge on subject matters pertaining to "Prerequisite" to grasp the Elective. The details of Prerequisites and Electives are defined in **Annexure-I**. It is expected that students should have knowledge related to Prerequisites before Elective Sessions. The Elective Session will be similar to other Electives of University spreading across 39 - 42 hours of Training & Assessments. It will be of 3 credits. "Electives" holds knowledge platform pertaining to Radio Access Network Platforms domain. The course curriculum would focus on the telecom domain training. Ericsson specific Product Knowledge would not be part of the training.
2. This training will facilitate the students to be prepared to meet industry requirements with the level of skill required to deliver quality services in this area to the industry. Training will be imparted to students of the Institution in the group as per the business model designed. The Year 2017 would be the Pilot Launch of the Program. The next course of action would be mutually discussed and decided between University and Ericsson based on the outcome of the Pilot Program.
3. The Monitoring of the Program would be based on Two Layered Governance Model.

Layers	Review Frequency
Steering Committee from Ericsson & IIIT University	Monthly Governance Call to review the overall Program Status
Program Drivers from Ericsson & IIIT University	Fortnightly Governance Call to review the operational status

4. Responsibility Definition -

- Ericsson will be responsible for providing the course material pertaining to the subject matter to be delivered during the elective course.
- Ericsson will be responsible for providing elective course faculty, for conducting the course curriculum.
- Ericsson will be responsible for pre course screening & post course evaluation for the students.
- Ericsson will cover the cost of course material & the faculty remuneration & travel (excluding local logistics & stay)

All & any deliverables not mentioned as the responsibility of Ericsson, but may deem required for the successful completion of the program, shall be the responsibility of University.

5. Form for cooperation

Executive Meeting

At a strategic level an Executive meeting with representatives from **JIIT University** and **Ericsson India Global Services Pvt. Limited** management shall meet at least once a year. Management meetings shall be prepared by the Parties designated Relationship Managers. The Parties shall alternately share the presidency.

The Executive Meeting shall annually decide on a plan of action and follow up the activities previously decided. A proposition for an Activity Plan will be developed by the Strategic Development Group to the Executive Meeting. Potential resources needed for implementing the Activity Plan, is a mutual responsibility of the Parties and decided at the Executive meeting.

Relationships Manager

A Relationship Manager shall be appointed from each Party. The Relationship Managers are responsible for proposing an Activity plan to the Executive Meeting, outlining activities to be performed under the collaboration stipulated in this MoU, including results to be generated, and an annual budget.

Strategic Development Group

In order to develop the collaboration, a Strategic Development Group with representatives from both parties shall propose activities for the collaboration and establish a draft of the Activity Plan to be presented to the Executive meeting. The Strategic Development Group shall meet at least twice a year. The Relationship managers are responsible for assembling the Strategic Development Group meetings.

6. ERICSSON IPR

UNIVERSITY shall only have the right to use Ericsson IPR to the extent and as permitted by Ericsson India Global Services Pvt. Ltd solely and exclusively for the educational purposes as per the scope of this MOU. In the event that UNIVERSITY desires to engage subcontractors/ consultants for the Project which involves use of Ericsson IPR and the same is approved by Ericsson in writing, such subcontractors may only use Ericsson IPR only to the extent permitted by Ericsson and provided that Ericsson and UNIVERSITY are in prior written agreement of the subcontractor as such and of UNIVERSITY's right to furnish Ericsson's IPR to such subcontractor. UNIVERSITY or any of its consultants, employees have no further right to use, alter and/or modify Ericsson's IPR for any purposes whatsoever.

UNIVERSITY shall have no right to use, alter and/or modify the Ericsson IPR for any purposes whatsoever and may therefore not, inter alia, license the Ericsson IPR to any third party, or make use thereof itself or in connection with the limited scope agreed here. UNIVERSITY shall not assert any IPR against Ericsson or any other company forming part of the Ericsson Group, or any Ericsson customer.

UNIVERSITY shall indemnify and hold Ericsson indemnified for any loss, damage, cost arising due to any use of Ericsson IPR in breach of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights owned or controlled by a Party prior or subsequent to the formation of this MoU shall always remain the legal and absolute property of the Party owning or controlling it. Nothing contained herein shall be construed as giving the other Party any license or rights with respect to such intellectual property rights. All such rights will, where relevant, be specifically and separately agreed upon between the Parties in writing in Project Agreements. Any developments in the IPR shall be owned by Ericsson and JIIT University shall execute the documents/ assignments as required for effective transfer of any IPR created thereon.

All Intellectual Property Rights owned by each respective party shall remain the property of such party and nothing in this Memorandum shall be taken to represent an assignment, licence or grant of other rights in or under such Intellectual Property Rights to the other party.

Other than as provided herein, neither party may use the name, logo, or any other trademark or service marks of the other party in any advertising, signage, marketing materials, brochures, or any other materials in any medium without the other party's prior written consent. Any such permitted use shall be only pursuant to the Ericsson guidelines or instructions.

8. Each party reserves and retains all right, title and interest in and to its existing proprietary software, products, and processes. Neither party shall take any action inconsistent with, nor that might adversely affect other party's rights hereunder. Nothing contained in this MoU will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MoU.
9. The University shall be solely and fully responsible and liable and keep Ericsson indemnified and harmless for any damage, cost, loss etc. caused to Ericsson due to any act or omission of University or its employees, researchers, students and other engaged by it follow.
10. Each party shall treat the business, technical, financial information, negotiations and the content of this MoU as Confidential Information. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MoU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive three (3) years after the termination of this MoU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.
11. Neither party shall be liable for damages for any delay or failure to perform it's obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without it's fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

12. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.

13. Each party represents and warrants that

- (i) It is the lawful, unrestricted and registered entity and is fully capable to undertaking the testing;
- (ii) It is lawfully and rightfully entitled to carry out the testing and is fully entitled to execute this Contract; and
- (iii) It has obtained all requisite applicable permissions to carry out the testing and the said permissions, approvals, if any, are in full force and effect.
- (iv) It shall adhere to the deliverables and obligations set out in the Responsibility Matrix as detailed in Point 4 (Responsibility Definition) of this Agreement.

14. Nothing in this MoU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, Ericsson India Global Services Pvt Ltd and University shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other.

15. Changes and Amendments

Changes and amendments to this MoU shall be made in writing and signed by both Parties.

16. Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly-owned subsidiaries. The University agrees that during the term of this MoU, they shall not work with any other company other than Ericsson India Global Services Pvt Ltd in relation to the scope/ arrangement as envisaged under this MoU.

17. Notwithstanding anything to the contrary in this MoU, any Exhibit or Attachment or any other document signed between the Parties regarding the subject matter of this MoU, either prior or subsequent to this MoU, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data whether direct or indirect or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.

18. Terms and Termination of the MoU

- Unless terminated by either party, this MoU shall be valid for a period of Three (3) years from the Effective Date.
- The Parties are entitled to terminate the MoU if activities performed under this MoU deviate substantially from agreed activities.
- A Party is entitled to terminate the MoU in the case of fundamental breach of MoU from the other Party, on condition that corrective action has not been initiated within two (2) weeks from formal notice.
- Notwithstanding the above, either Party may terminate this MoU for convenience, without incurring any liability, by providing six (6) months written notice.

- Project Agreements that has been entered into but not finalized at the date of expiration or termination of this MoU shall remain valid between the Parties as per the provisions in the relevant Project Agreement until it has been finalized, expired or terminated.

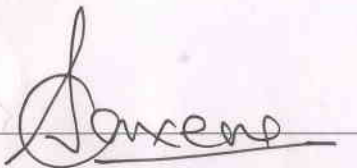
19. Governing Law and Settlement of Disputes

- This MoU shall be governed by and construed in accordance with the substantive laws of India.
- Disputes shall be finally settled by arbitration and through a sole arbitrator appointed in accordance with the Arbitration and conciliation Act 1996. The place of the arbitral proceedings shall be Delhi, India.
- The Parties undertake and agree that all arbitral proceedings conducted under this Article shall be kept confidential.

IN WITNESS WHEREOF, the parties hereto cause this MoU to be executed by their duly authorized representatives.

JIIT UNIVERSITY

ERICSSON INDIA GLOBAL SERVICES P LTD

By: 

Name: Prof S. C. Saxena

Title: Vice Chancellor, JIIT University

By: 

Name : Mr Vivek Ranjan

Title : Vice President, Head of HR, Ericsson Global India



Name : Mr Ranjit K Sinha

Title : Sr Director, Head of RM & Campus Program

Date : 2nd February 2017

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