

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between:

**Infosys BPM Limited**, having its registered office at Plot Nos. 26/3, 26/4 & 26/6, Electronics City, Hosur Road, Bangalore 560 100 (hereinafter referred to as "Infosys BPM")

And Kovai Kalaimagal College of Arts & Science, affiliated to Bharathiar University located at Maruthamalai Road Coimbatore 641046 (hereinafter referred to as "University")

Whereas Infosys BPM is a leading business process outsourcing service provider and College is engaged in providing education and training to various students;

Whereas Infosys BPM has signed an MOU with Bharathiar University and based on the University's recommendation, Infosys BPM is now entering into an MOU with Kovai Kalaimagal College of Arts & Science, Narasipuram, Coimbatore - 641109

Whereas Infosys BPM and the College have agreed to collaborate to train their lecturers and professors and students in skills required in enhancing employability of the students;

Now therefore Parties agree to the following covenants:

### 1. Nature of Collaboration:

1.1 This MOU is for collaboration between the parties for the purposes set out in Annexure 1 ("Purpose") to enhance the quality of the educational experience for students of the University.

1.2 The primary purpose of this MOU is to enhance employment opportunities for the students of all general education disciplines.

1.3 This MOU shall be valid for two (2) years from the date of execution by both the parties.

1.4 Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.

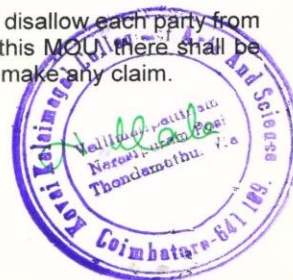
1.5 College and Infosys BPM will work in executing various initiatives including those set out in Annexure 1 to enhance the quality of graduates.

1.6 Infosys BPM shall provide the College with the agreed upon materials and the College shall use these as per Infosys BPM guidelines and policies. The College shall provide basic infrastructure for the training with network, internet access and other facilities required for the Purpose.

1.7 Process Details on agreed projects can be mutually worked out.

### 2 Mutual Obligations:

2.1 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 to make any claim.



2.2 Each party shall respect the other's intellectual property and shall only use any trade name, trade mark, symbol or designation belonging to the other in accordance with and as permitted by this MOU.

2.3 Nothing contained in this MOU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between Infosys BPM and College. College/Infosys BPM (as may be applicable) is not authorized to make any representation, contract, or commitment on behalf of each other without the prior written consent of College/Infosys BPM.

### 3. Limitation and Warranties:

3.1 Each party shall ensure that the other is not put to any liability for any act of the respective party under this MOU.

3.2 Each party represents that they have full power and authority to enter into this MOU in general.

3.3 In no event shall either party be liable for any indirect, special, incidental, consequential, punitive, or other damages, however caused, or for any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, whether or not the party has been advised of the possibility of such damages

### 4. General:

4.1 Either party may receive information proprietary to the other party (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in receiving party's possession and was lawfully received from sources other than the disclosing party or (d) is independently developed by receiving party. Each party understands and acknowledges that Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU.

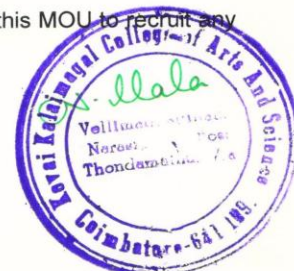
4.2 Each party understands and agrees that all written or other tangible data and documentation developed or procured by a party in performing its obligations under this MOU, whether in printed or electronic form, belongs to such party and that such party will have all rights, title and interest therein.

4.3 A party shall not use the name or logo of the other party in any advertisement or make any public announcement without the prior written approval of the other.

4.4 The College will only have the right to accept and implement the syllabus/curriculum as per the advice of the statutory bodies of the University/College.

4.5 Both the parties agree that Infosys BPM is not obliged on account of this MOU to recruit any fixed number of students from the College.

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4.6 Each party shall be at liberty to terminate this MOU with a written notice period of three (3) months to the other party without any compensation and seeking legal redress.

4.7 University will only act as a facilitator between Infosys BPM and colleges/students, does not necessarily guarantee any benefits and services arising out of this MOU.

4.8 Any dispute arising under this MOD between two parties and others in this regard will be settled at a location suitable to both parties through arbitration in accordance with the Arbitration and Conciliation Act, 1996. This MOU shall be governed by the laws of India.

4.9 Any changes in implementation procedures which are not as per the present MOU, will be discussed and will be incorporated in writing by the parties.

5.10 The Principal of the College and the SVP & Head HRD of Infosys BPM, will sign on behalf of respective parties.

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

**Kovai Kalaimagal College of Arts & Science**

By: N. Mala

Name:

**Dr.N.MALA, M.Sc., M.Phil., MBA., Ph.D.,  
Principal**

Title: Principal **Kovai Kalaimagal College of Arts & Science  
Narasipuram Post, Coimbatore - 641 109.**

Date: 01/10/2019

Witness:

**Infosys BPM Limited**

By: K. Raghavendra K.

Name: Mr. Raghavendra K.

Title: Senior Vice President & Head HRD,  
Infosys BPM Ltd.

Date: 01/10/2019

Witness:



## Annexure 1

### Purpose/Scope of the Collaboration:

#### Student/Education:

Promote academia-industry interaction

- Create awareness of the ITES/BPO industry.
- Increase employability for the students by providing training in relevant skills (communication and analytical skills).
- Providing an opportunity for students to interact with industry professionals.

#### Faculty:

- Faculty Enablement Programs with Infosys BPM.
- Each Faculty member who has been trained, will train minimum of 50 students on the content.
- Interaction with subject matter experts
- Industry exposure

#### University and Industry:

Alignment of industry requirements with the University curriculum, as per the clause mentioned in 4.4. so as to ensure that more number of students would be eligible for industry employments at the time of their graduation.

The University shall encourage the assessment of students having undergone the various programs to measure the skill development.

Providing the guidance on usage of technology to enhance education system and administration.

