

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003
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Date of execution

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MEMORANDUM OF UNDERSTANDING

BETWEEN

BGS INSTITUTE OF TECHNOLOGY, HASSAN

AND

TATA CONSULTANCY SERVICES LIMITED (TCS), MUMBAI

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed at Mumbai on this
23 day of OCTOBER 2013 between:

BGS INSTITUTE OF TECHNOLOGY, HASSAN having its office at BG Nagar, NH-48,
Hassan -571448

AND

TATA CONSULTANCY SERVICES LTD., a public limited company registered under the
Companies Act, 1956 having its corporate office at TCS House, 21, D.S. Marg, Raveline Street,
Fort, Mumbai 400 001 (India), Maharashtra (hereinafter referred to as TCS), the OTHER
PART.

Navendu

P. Charabaty

BGS INSTITUTE OF TECHNOLOGY, HASSAN and "TCS" are hereinafter collectively referred to as the "Parties" and individually as "Party" as applicable.

WHEREAS, TCS as a part of its Corporate Social Responsibility under the Affirmative Action Plan, desires to extend its support **to ensure an equal footing for socially and economically disadvantaged sections in the country at large, and specifically the Scheduled Caste and Scheduled Tribe students of BGS INSTITUTE OF TECHNOLOGY, HASSAN** by imparting training and development.

WHEREAS, the Parties herein wish to provide a framework to incorporate a mechanism for TCS to provide training services, in collaboration with BGS INSTITUTE OF TECHNOLOGY, HASSAN, to educate and improve the employability of Students.

The parties enter into this MOU on the terms and conditions set-forth hereafter:

1. Scope:

- a) TCS shall provide training to the SC/ST Students which shall be intended to improve the employability of these students, by improving their English communication skills, corporate etiquette, analytical thinking and problem solving skills, basic computer skills, confidence levels and the like.
- b) The training shall be imparted at locations and on dates as may be mutually determined by the Parties.
- c) The training design, content, material or any other matters relating thereto shall be as determined by TCS in its sole discretion.

d) TCS shall not be obligated to perform or provide any services or training under this MOU as a matter of legal obligation. It shall be an absolute discretion of TCS to cease, alter, modify or amend the training provided to Students without prior notice to BGS INSTITUTE OF TECHNOLOGY, HASSAN.

2. **Term:** This MOU shall commence on 1st October 2013, and shall be valid for a period of two (2) years or until terminated in accordance with the terms set forth herein, whichever occurs earlier. The MOU may be renewed by mutual agreement between TCS and BGS INSTITUTE OF TECHNOLOGY, HASSAN.

3. **Role and Responsibilities of BGS INSTITUTE OF TECHNOLOGY, HASSAN:**

The BGS INSTITUTE OF TECHNOLOGY, HASSAN shall in good faith provide all requisite support and assistance to TCS in order to achieve objectives contemplated under this MOU to the letter and spirit; more specifically comply with the following obligations:

- a) Identify socially and economically disadvantaged students for training at BGS INSTITUTE OF TECHNOLOGY, HASSAN and share the details of such identified candidates with TCS.
- b) Intimate selected candidates the nature and kind of training to be imparted by TCS and procure their acceptance.
- c) Provide logistic support in the form of:
 - i) Training rooms with white board or black board and chairs.
 - ii) Computers with MS Office and internet access (for computer training and improving technical skills).
 - iii) Any other logistic support as may be reasonably required by TCS.

- d) Bear all cost and charges incurred by BGS INSTITUTE OF TECHNOLOGY, HASSAN under this MOU and shall not hold TCS liable for any cost or charges whatsoever. All cost or charges, including but not limited to travel charges, food and accommodation expenses of Students (if any), cost incurred in coordinating with candidates, charges/rent for training premises or location, computer lab charges, provision of logistic support as per 3 (d) above, cost of printing and distributing certificate of participation (as per 4 (f)), property maintenance fees, society charges, utility bills, property or other tax and the like shall be borne by BGS INSTITUTE OF TECHNOLOGY, HASSAN alone.

4. Rights and Responsibilities of TCS:

- a) TCS shall identify trainers who will provide training under this MOU. All cost and expenses related to trainers shall be borne by TCS,
- b) TCS shall be allowed to bring its materials and equipment on the premises or location of training, such materials equipment shall include but not be limited to charts, maps, data, power point presentations, audio – video aids, manuals, records etc.,
- c) During the Term of this MOU, TCS shall endeavor to provide training in English Communication skills, corporate etiquette, analytical thinking and problem solving skills and build the confidence of Students. The Students shall also be trained in C, C++ skills during the Term.
- d) The training shall be conducted in batches with the Students ranging from about 25 to 40 in number in one batch.
- e) TCS may conduct exit test and interviews of Students at the end of training.

- f) TCS shall have the right to conduct interviews of Students post completion of training and recruit any Students, if found suitable. Any matter pertaining to conducting interviews and recruitment process shall be at the sole discretion of TCS. BGS INSTITUTE OF TECHNOLOGY, HASSAN shall not be entitled to claim any fees or charges on account of TCS hiring or employing any Students. TCS does not guarantee employment of any trained Students either with TCS or with any other company.

5. Fees and expenses:

The provision of training under this MOU by TCS is on honorary basis and either of Parties shall not be liable to pay any fees, charges or any expenses to the other Party unless agreed otherwise in writing.

Unless agreed otherwise, each Party shall bear all charges and expenses incurred by such Party in complying with its respective obligations under this MOU and shall not have any right to claim any such expenses from the other Party.

6. Intellectual Property Rights:

All and any proprietary or pre-existing rights of TCS in any TCS tools, processes, utilities, methodologies, patents, trademarks, copyright or other proprietary products belonging to and used by TCS in the provision of training including any modifications, enhancements or customizations made thereto whether or not in the course of provision of TCS ("TCS IP") shall be the sole and exclusive property of TCS.

7. **Confidentiality:**

BGS INSTITUTE OF TECHNOLOGY, HASSAN shall maintain in confidence and shall not disclose or divulge to any third parties or use for any other purposes, of any or all information of TCS including existence of this MOU, any training, strategy, process, business or technical information or any information regarding any employees, disclosed by TCS or which may come into its knowledge or custody, without the prior written consent of TCS. This clause shall survive the term, expiry or termination of this MOU.

Confidential Information shall not extend to include:

- a) information already known to the receiving party free of any restriction;
- b) subsequently learned from an independent third party free of any restriction and without breach of this MOU;
- 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; or
- e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, provided, however, that the receiving party shall advise the disclosing party of such required disclosure and promptly assist in limiting any such disclosure.

8. **Employee non-solicitation:**

BGS INSTITUTE OF TECHNOLOGY, HASSAN hereby agrees not to directly or indirectly solicit, employ, hire, refer or assist in employment of TCS employees that it assesses or otherwise comes into direct contact with while providing training under this MOU. This clause shall survive for a period of 2 years (24 months) from the expiry or termination of this MOU.

9. **Termination:**

This MOU may be terminated by TCS at any time prior to the completion of the period of MOU, by giving written notice addressed to BGS INSTITUTE OF TECHNOLOGY, HASSAN. TCS shall have the right to terminate this MOU immediately where BGS INSTITUTE OF TECHNOLOGY, HASSAN breaches any provisions of this MOU or by giving 30 days' notice in writing to BGS INSTITUTE OF TECHNOLOGY, HASSAN to terminate for convenience. BGS INSTITUTE OF TECHNOLOGY, HASSAN can likewise terminate the MOU after serving 30 days' notice in writing to TCS.

10. **Governing Law & Dispute resolution:**

This MOU is subject to the exclusive jurisdiction of the competent courts at Mumbai. This contract shall be construed and interpreted in accordance with the laws of Republic of India. The Parties will attempt to resolve any disputes amicably. In the event of such amicable settlement not forthcoming within ten days of the dispute, the Parties shall submit their disputes for arbitration before a sole arbitrator appointed by the Parties jointly with venue as Mumbai. The arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The Parties submit to the exclusive jurisdiction of the courts in Mumbai.

11. **Amendments:**

Amendments, modifications or waiver in respect of this MOU will be effective in writing and executed by both the Parties.

Varendra

Chavara

12. Entire Agreement:

This MOU constitutes the entire understanding between the Parties and supersedes any and all prior understandings and arrangements whether oral or written between the Parties relating to the subject matter hereof.

13. Liability:

TCS shall not be liable to BGS INSTITUTE OF TECHNOLOGY, HASSAN for any indirect, incidental or consequential loss, liability, damage, costs, claims or expenses from or connected with or arising out of or under this MOU.

14. Tata Code of Conduct:

The business activities of TCS are regulated by the Tata Code of Conduct. All agencies dealing with TCS like BGS INSTITUTE OF TECHNOLOGY, HASSAN are also bound by the said Tata Code of Conduct. BGS INSTITUTE OF TECHNOLOGY, HASSAN agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person.....

http://www.tcs.com/SiteCollectionDocuments/About%20TCS/TCS_Associates_Code.pdf

In witness whereof the Parties hereto have duly executed these presents the day and year first herein above written.

Varende

LS Chavath

SIGNATORIES

In witness hereof, the Parties hereto have signed this MOU in 2 original copies in English on the date(s) herein below indicated

Narendra
Name: Dr. B. K. NARENDRA
Designation: PRINCIPAL
BGSIT, BG NAGAR.
Date: 23-10-2013
(For and on behalf of BGS INSTITUTE
OF TECHNOLOGY, HASSAN)

Principal
B.G.S. Institute of Technology
B.G.Nagar-571448
Nagamangala Tq, Mandya Dist

E.S. Chakravarthy
Name: E. S. CHAKRAVARTHY
Designation: CENTRE HEAD,
TCS, BANGALORE
Date: 23-10-2013
(For and on behalf of Tata Consultancy
Services Limited, Mumbai)