

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on this 17 day of April, 2015
BY AND BETWEEN

ZENSAR TECHNOLOGIES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Zensar Knowledge park, Plot # 4, MIDC, Kharadi, Off Nagar Road, Pune - 411014 (hereinafter referred to as "**Zensar**" which expression shall mean and include unless repugnant to the context or meaning thereof, its successors and permitted assigns) of the One Part

AND

CMR Group of Institutions (CMRCET/CMRIT/CMRTC/CMREC) an entity incorporated/registered under the provisions of the 'MGR Educational Society', having its registered office at **Kandlakoya (v), Medchal Road, Hyderabad -501401** (hereinafter referred to as "**CMRGI**" which expression shall mean and include unless repugnant to the context or meaning thereof, its successors and permitted assigns) of the Other Part.

Zensar and **CMRGI** are hereafter referred to individually as "Party" and collectively as "Parties".

1. PREAMBLE

WHEREAS **Zensar** is engaged in providing software solution and IT services globally.

WHEREAS **CMRGI** is a leading educational institute affiliated to and approved by AICTE, India, offering courses in Engineering/Graduation.

WHEREAS Zensar as a part of its Corporate Social Responsibilities (CSR) activities desires to collaborate with **CMRGI** for promoting special education and employment enhancing vocation skills (hereinafter referred to as "Programme") among children undergoing under graduation courses in engineering or any other discipline so as to attain them a level as expected by IT industry for job functioning.

WHEREAS **CMRGI** has shown readiness to collaborate with Zensar for promoting the Programme and to provide all required infrastructure and its faculties as well for running and conduct of the Programme.

NOW THEREFORE in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally and agree as follows:



1. It is agreed between the parties that Zensar and **CMRGI** shall work together on non-exclusive basis for the Programme mentioned hereof.
2. Role and responsibilities of each party will be as under:

Role and Responsibilities of Zensar:

- A. Deciding criteria for selection of the students for undergoing the Programme in consultation with **CMRGI**
- B. Deciding the strength of students in one batch of the Programme.
- C. Informing duration of the Programme with start and end date to **CMRGI**
- D. Providing courseware to the students.
- E. Arrange faculties to impart Technical as well as soft skill training to the students.
- F. To train the students so as to give them exposure on core software skills and thereby improve their basic concepts through real-time case studies and assignments in technologies viz Java, .NET, SQL, Testing, IM etc.
- G. Impart training to the students through mix of virtual and physical classroom setup as per the program design.
- H. Conduct periodic evaluations at various phases of the program as decided by Zensar and providing feedback to the participating student of **CMRGI**
- I. Issue certificates to each participating student on successful completion of the Programme.
- J. To provide a Single Point of Contact for mentoring and conducting the Programme.
- K. To provide one time training to a group of selected faculty members from **CMRGI** for conduct of the Programme and to guide the students during the tenure of the program.

Role and Responsibilities of **CMRGI**:

- A. Allow students of **CMRGI** and other colleges as agreed with **ZENSAR** to attend the Programme.
 - B. To organize events/competition as suggested by Zensar for successful conduct of the Programme.
 - C. To render all required support to Zensar in section of the students to undergo the Programme.
 - D. To arrange and provide infrastructural facilities as enumerated in Annexure "A".
 - E. To nominate primary and secondary faculties from the institute who would dedicate pre-decided hours towards mentoring, reviews and feedback sessions with students and Zensar
3. This program is intended to give students the opportunity to work in an industry-like environment under the guidance of experts during their final year of the academic tenure. No placements, internships or project support are promised by Zensar under



the said program other than the pre-agreed training for the students under the Programme. Zensar makes no commitment to offer employment to the participating students in the Programme or any placement help or to provide any additional support by way of trainings, project guidance or mentoring that the students may need to meet the Academic requirements apart from the agreed Training program

4. CONFIDENTIALITY

4.1 Each Party, and its officers, directors, employees, representatives, and agents shall hold in confidence all Confidential Information (as defined below) obtained from or received from the other Party in strict confidence and shall not disclose, disseminate, publish or otherwise provide, either orally or in writing, to any third party without a prior written consent of the other Party.

4.2 **"Confidential Information"**: Both Parties agree to regard and preserve as confidential all Confidential Information provided by each to the other or which may be disclosed, received or granted access to by either Party or come to the knowledge of either Party in any manner in connection with the negotiations for the possible business relationship. Confidential Information shall also include all information and data relating to the purpose; which is obtained whether in writing, pictorially, in machine readable form, on disc, mail or orally (unless reduced into writing within 7 days of oral disclosure) in connection with the discussions (including but without limitation, financial information, know-how, processes, ideas, (whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing, business working, operations, parent, subsidiaries, affiliates and other business strategies and other commercial information of a confidential nature and other technical financial and business information concerning a Party, or any such information of clients, customers, parents, affiliates, subsidiaries or agents of a Party, which is disclosed by such Party (**the "Disclosing Party"**), whether directly in oral or material form to the other Party (**the "Receiving Party"**). Further, Confidential Information of the Disclosing Party shall also include the analyses, business plans, compilations, data, studies or other documents prepared by the Receiving Party based on the information disclosed or derived therefrom. It shall not be necessary for the Disclosing Party to mark the information as "confidential" at the time of disclosing the same. The non-marking of the same shall not mean that the information ceases to be Confidential Information.

4.3 In maintaining the confidentiality of Confidential Information hereunder both Parties agree that they shall not, without first obtaining the written consent of the other, disclose or make available to any person (including all natural and legal persons {whether incorporated or not}), firm or enterprise, reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both Parties may disclose any Confidential Information to its Directors, officers, employees or advisors on a "need to know" basis to enable them to evaluate such "Confidential Information" in connection with the MOU.



4.4 Both Parties shall ensure that the said employee(s) and /or the said person(s) shall maintain confidentiality with regard to the disclosed Confidential Information, if any being disclosed to them, and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to bind its employees and / or the said person(s) to the same obligations of confidence and safeguarding as the Parties hereto and to adhere to the confidentiality / non disclosure terms contained in this MOU. Provided that the execution of such an agreement shall not absolve the responsibility of the Receiving Party to confidentiality and in the event of any breach by the employees of their obligations of confidentiality, it shall always be construed to be a breach of the obligations of the Receiving Party under this MOU.

4.5 Save and except for the purposes mentioned in clause (a) above both Parties further agree that neither Party will part with/disclose any "Confidential Information" received by it to any other person directly or indirectly and such written material /documents will be retained under strict confidentiality by the receiving Party nor make copy(s) or reproduce in any way (including without limitation store in any computer or electronic system any written material/documents) such Confidential Information. Both Parties further agree that the Confidential Information which may pertain to or touch upon any regulatory aspects and /or dealings of either Party with any statutory /government/ related agencies / bodies, whether the said information is received verbally or in writing, will not be disclosed in any manner, either directly or indirectly, to any other persons. Both Parties further agree to use the same degree of care that it uses to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event less than a reasonable degree of care.

4.6 It is mutually acknowledged and agreed that information shall not be considered "Confidential Information" and the receiving Party shall have no confidentiality obligations under this MOU with regard to that information to the extent, that such information:

- a) at the time of disclosure was in the public domain; or
- b) is already known to the Receiving Party free of any confidentiality obligation at the time it is obtained from the Disclosing Party or a third Party on the Disclosing Party's behalf; or
- c) after disclosure is or becomes publicly known or available through no wrongful act of the Receiving Party; or
- d) rightfully received from a third party without restriction or
- e) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the Parties provide each other with timely prior written notice of such requirement; or
- f) the Disclosing Party has given its prior written approval to disclose; provided, however that any information consisting of a combination of non-confidential information and Confidential Information will only be considered by the Receiving



Party as non-confidential information if the combination itself is in the public domain or the prior possession of the Receiving Party, or is received by the Receiving Party without obligation of confidence, is independently developed, or is approved for disclosure as described above; or

- g) has been disclosed in written graphic or other tangible form unless clearly designated in writing as "confidential". Provided that the burden of proving the existence of any such exceptions shall always be on the Party claiming the same.

4.7 Both Parties further agree and undertake not to disclose the Confidential Information of the other to their agents or contractors without prior written approval from the other and without having first obtained from each agent or contractor a separate written agreement or undertaking binding them to the same obligations of confidence and safeguarding. Further in the event of a business relationship being agreed to, whether a contractor or agent can be appointed at all would be dependent on the terms and conditions governing the business relationship. Both Parties further agree to indemnify and keep indemnified each other against all actual loss and damage which the Disclosing Party may suffer as a result of any breach of this MOU by the Receiving Party.

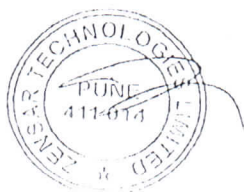
4.8 Both Parties further agree that upon termination/expiry of the MOU or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party all copies of the Confidential Information in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Directors, officers, employees or advisors based on the Confidential Information, provided that the obligations of this Clause 5 shall always survive the completion/termination/expiry of this MOU. Notwithstanding the expiration or early termination of this MOU, the obligations of confidentiality set forth in this MOU will survive such expiration or earlier termination for a period of three (3) years, and will be binding on agents, successors and assigns of the other Party including its past and/or present employees to whom the Confidential Information was disclosed in terms of this MOU.

5. INTELLECTUAL PROPERTY

5.1 Any intellectual property rights owned by the Parties before the date of this MOU and during the term of this MOU will remain the property of that respective Party. Nothing contained in this MOU will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licenses are granted under this MOU.

5.2 In the event that either Party wished to use name and/or logo of the other Party for any purposes, including without limitation for the objectives of this MOU or any other purposes, such Party shall obtain written consent of the other Party in advance of such use.

5.3 Each of the Parties shall not publish any marketing material relating to this MOU without the prior written consent of the other Party and undertake that the wording for



any marketing materials shall be jointly agreed in writing between the Parties prior to its use.

6. WARRANTIES

Each Party warrants and undertakes to the other Party that

- a) it has the right to enter into this MOU and perform its Role and Responsibilities in this MOU.
- b) it shall comply with all applicable laws and regulations in the performance of its obligations in this MOU;
- c) it has all necessary rights, authorizations, or licenses to perform its obligations under this MOU;

7. TERM AND TERMINATION

This MOU comes into force from the day of signing by the last Party. The term of this MOU is three (3) years from the last Party signing hereof. This MOU will terminate if either Party defaults in performance of its obligations and responsibilities stated herein above. Either Party may terminate this MOU by giving thirty (90) days prior written notice to the other Party.

8. LIMITATION OF LIABILITY

Neither Party shall be liable for any special, indirect, incidental, punitive, contingent nor consequential loss or damages suffered out of or in connection with the aforesaid MOU whether as a result of a breach of this MOU or otherwise and whether such liability arises from any claim based upon contract, warranty, tort, product liability or otherwise, and whether or not the Parties have been advised of the possibility of such loss or damage, except in case where such loss or damage has been the result of gross negligence, fraudulent and/or willful acts of the Parties.

9. DISPUTE RESOLUTION

9.1 Informal Dispute Resolution: The Parties recognize that a bona fide dispute as to certain matters may from time to time arise during the term of this MOU, which relates to either Party's rights or obligations hereunder. In the event of the occurrence of such dispute, either Party may, by written notice to the other Party, have such dispute referred jointly to the authorized officer of the Parties, or their successors or counterparts, for resolution by good faith negotiations within 30 days after such notice is received in respect of such dispute.

9.2 Arbitration: If the Parties are unable to reach agreement with respect to such referred dispute pursuant to Clause above, then such dispute shall be resolved as described in Clause below.

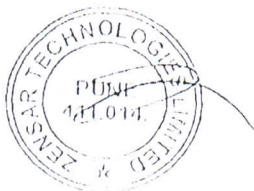


9.3 If any disputes, controversies or differences arise between the Parties hereto out of, or in relation to or in connection with this MOU, or for any breach thereof, the same shall be if possible settled amicably and promptly by mutual consent of the Parties. If such disputes, controversies or differences cannot be settled between the Parties, they shall be finally settled by arbitration in accordance with the arbitration laws and rules prevailing in India. The award rendered by the arbitrator(s) shall be final and binding upon all the Parties. Any such arbitration proceeding shall be held in Pune. This MOU shall be subjected to the exclusive territorial jurisdiction of Pune courts.

10. GENERAL

- 10.1 Third Party Right: No person who is not a party to this MOU shall have any right to enforce any terms of this MOU.
- 10.2 Notice: Notices and other communications required or permitted pursuant to this MOU, shall be in writing and shall be delivered personally, or by prepaid registers mail, or sent by confirmed facsimile transmission to the other Party, or by use of professional overnight courier service, at the addresses set forth above.
- 10.3 Amendment: This MOU contain the entire agreement and understanding between the Parties. No amendments or modifications to this MOU shall be effective unless made in writing and signed by authorized representatives of the Parties.
- 10.4 Severability: If any provision of this MOU (or any portion thereof) is determined to be invalid or unenforceable the remaining provisions of this MOU shall not be affected thereby and shall be binding upon the Parties and shall be enforceable as though said invalid or unenforceable provision (or portion thereof) were not contained in this MOU.
- 10.5 No Waiver: The failure by either Party to insist upon strict performance of any of the provisions contained in this MOU shall in no way constitute a waiver of its rights as set forth in this MOU, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this MOU.
- 10.6 Assignment: This MOU shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. The MOU shall not be assigned by either Party without the prior written consent of the other Party.
- 10.7 This MOU including the exhibits annexed hereto supersede all prior agreements, representations and understandings, written or oral, between the Parties and constitute the complete agreement and understanding between the Parties unless modified in writing, signed by both Parties.
- 10.8 The headings of this MOU are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this MOU.
- 10.9 This MOU is governed by Indian law. The Parties hereby submit to the exclusive jurisdiction of the Pune courts.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this MOU as of the date written above



FOR ZENSAR TECHNOLOGIES LIMITED

SIGNATURE

N. Limaye

NAME Nilesh Limaye

Authorised Signatory

22/4/2015



FOR CMRGI

SIGNATURE

C. Chidley

NAME CH. GOPAL REDDY

Secretary & Correspondent
MR College of Engg. & Technology
Kandlakoya (V), Medchal,
Hyderabad-501 401.

ANNEXURE "A"

Infrastructure Requirements:

Guidelines for the 30 seat IT Employability Skills Development Centre

Physical Space: At the rate of 80 sq ft per individual, the space required for 30 students would be 2400 sq ft inclusive of common areas and faculty cubicles.

Connectivity/Bandwidth: Zensar suggests min. 1Mbps dedicated bandwidth for all 30 users.

Telephone and Networking arrangements: One small EPABX – which can be connected to Primary Rate Interface (PRI) with Direct Inward Dialling (DID) facility which would provide 24 extensions, (24 instruments + wiring) . Speaker Phone with outgoing call facility need to be installed.

Hardware Specification: The computers must meet a minimum hardware specification, which is described below: **(30 M/c) with the given configuration, along with Webcam, Headphones and speakers.**

- CPU: Intel PIV or equivalent 2.8+ Ghz
- Memory: 8 GB RAM
- HDD: 40 GB
- Network: 10/100 Mbps connected to the Internet
- Monitor: 15 inches
- Keyboard and Mouse

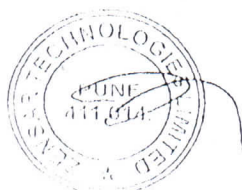
Each computer must be networked and connected to the Internet via a firewall or a proxy server.

In addition to the 30 M/c, one Server would be required (one with Windows Operating System or with Linux). The configuration is as follows:

- CPU: Intel PIV or equivalent 2.8+ Ghz.
- Memory: 8 GB RAM
- HDD: 80 GB
- Network: 10/100 Mbps connected to The college backbone
- Monitor: 15 inches
- Keyboard and Mouse
- Backup Device (DVD ReWriter)

Software requirements: This model would support both Linux and Windows Operating Systems and would use web-based connectivity using the industry recognized Internet browsers. The basic software requirement is mentioned below:

- Windows 7/8



- Windows Server 2010
- .Net Development Environment
- J2EE Development Environment
- Office Productivity Suite (MS Office, Star Office, Open Office etc.)
- Antivirus (McAfee, Norton Antivirus etc.)
- Compression Utility (Winzip, Winrar etc.)
- Adobe Acrobat Reader 9.0
- Internet Browser (Internet Explorer 6.0, FireFox etc.)

UPS Specification: as appropriate for the H/W infrastructure.

Air Conditioner specification: as appropriate for the facility utilized.

Furniture & Fittings: Work stations with side cupboards, projection arrangement (screen + stand), white board, lighting etc.

Power and Back-up: as appropriate for lighting, air conditioning and UPS

Network Security: It would be in the common interest of **CMRGI** and **Zensar** to protect their computers and authors' work against unauthorized access.

To achieve at least minimum level of network security, Zensar recommends the following components:

- Appliance based firewall (Cisco PIX etc.)
- Internet Proxy Server (Squid, Microsoft ISA Server)
- Antivirus

Other facilities required: Server Placements: The servers and network equipments to be placed in secured enclosure prevent unauthorized access.

Proxy/ Firewall: A firewall must be placed between the internet and the **CMRGI** LAN to allow only legitimate traffic into the **CMRGI**. An appliance based firewall is recommended but **CMRGI** may also opt for software based firewalls, if the number of computers is less.

In case of a large number of users accessing the internet, a proxy server should be used to increase internet performance by caching and also putting in controls required to access the internet.

Printer: Institutions should install at least one printer per batch of 30 students. A network laser printer is most suitable for large networks.

Projector + Screen: A portable LCD projector may be required by the students to discuss and conduct presentations. It should preferably be placed in a discussion room.

Video Conference facility: College/Institute shall provide access to VC facility to the students for planned VC sessions.



Maintenance & Support: An annual maintenance and upgrade contract should be signed with the software & hardware vendor to cater for maintenance requirements and upgrades.

FOR ZENSAR TECHNOLOGIES LIMITED

SIGNATURE

14. 

NAME Nilesh Limaye

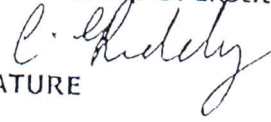
Authorised Signatory

22/4/2015



FOR CMR Group Of Institutions

SIGNATURE



NAME CH. GOPAL REDDY

Secretary & Correspondent
CMR College of Engg. & Technology
Kandlakoya (V), Medchal,
Hyderabad-501 401.