



AGREEMENT

BETWEEN

Tech Mahindra Limited.



AND

SRIDEVI ENGINEERING COLLEGE, HYDERABAD

This Agreement (hereinafter called AGREEMENT) made and entered into on this 15th day of April 2015 between Tech Mahindra Ltd. (hereinafter called Tech Mahindra) with its registered address at Gateway Building, Apollo Bunder, Mumbai-400001, India, and SRIDEVI ENGINEERING COLLEGE, HYDERABAD with its registered office at Gandipet, Hyderabad, Telangana -500075.

1. OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are:

- a. To promote interaction between Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD in mutually beneficial areas of upcoming technologies identified and consented by both parties.
- b. To provide a formal basis for joint collaborative work environment between Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD.
- c. To become most preferred and trusted partner in the area of knowledge enrichment for mutual benefit
- d. To facilitate work from SRIDEVI ENGINEERING COLLEGE, HYDERABAD students/facilities and vice versa, on projects identified for collaborative business based on the terms and conditions as may be separately agreed upon for each of those identified projects.
- e. To conceptualize research projects to be executed in collaboration on need basis.
- f. To collaborate, share information and technology to develop the required skills and to this intent, parties intend to create a center of excellence to support this collaborative effort.

2. AREAS OF COLLABORATION

The principal technical and research areas of collaboration between Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD are around contemporary technology areas.

3. PROPOSED MODES OF COLLABORATION

Governance and Program Management committees shall monitor, approve and appoint the owners for each of the activities from either side for execution and monitoring.

Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD propose the following primary activities to collaborate:

3.1. *Capability Development*

Cross skilling and up skilling under graduate students from SRIDEVI ENGINEERING COLLEGE, HYDERABAD.

3.2. *ELITE Program*

Tech Mahindra shall focus on ELITE training with SRIDEVI ENGINEERING COLLEGE, HYDERABAD.

To start with, all students short listed by Tech Mahindra for this program will be put through this training at SRIDEVI ENGINEERING COLLEGE, HYDERABAD Campus at the cost of SRIDEVI ENGINEERING COLLEGE, HYDERABAD. Infra, HW, SW, connectivity as required will be provided by SRIDEVI ENGINEERING COLLEGE, HYDERABAD.

The Course material will be shared by Tech Mahindra with SRIDEVI ENGINEERING COLLEGE, HYDERABAD. Tech Mahindra will assist the faculties through a Train the Trainer plan so that they learn the Tech Mahindra way of imparting training and get conversant with course material. Faculties will be connected to the SMEs for any doubt clearing.

SRIDEVI ENGINEERING COLLEGE, HYDERABAD may recruit additional faculties for ELITE Program which will be approved by Tech Mahindra SMEs.

Ongoing and final assessment of ELITE candidates will be done by Tech Mahindra and on successful completion of ELITE training at Campus and completion of engineering, candidates will be eligible to join Projects directly without undergoing another ELITE program at Tech Mahindra.

Tech Mahindra SMEs will contribute both directly and indirectly for the success of this program. For assessment ELITE rules (as specified by Tech Mahindra) will be strictly followed. All candidates who fail the final ELITE Program assessment will further undergo regular ELITE training at Tech Mahindra Campus after joining Tech Mahindra.

It is agreed by Tech Mahindra to provide training to faculties (where ever it is applicable) of SRIDEVI ENGINEERING COLLEGE, HYDERABAD in their regular ELITE training program, which will assist the faculties to conduct Campus ELITE Training the Tech Mahindra way.

3.3. *Sponsored Projects*

Identify and execute the time-bound and tangible projects at either of the organizations especially by involving under graduate students from SRIDEVI ENGINEERING COLLEGE, HYDERABAD

3.4. *Recruitment*

SRIDEVI ENGINEERING COLLEGE, HYDERABAD shall provide Day 1 slot to Tech Mahindra during the currency of this association and will ensure a minimum 85% of the selected candidates will join Tech Mahindra.

Active under graduate students from selective branches of SRIDEVI ENGINEERING COLLEGE, HYDERABAD would be enabled to come on

board subject to clearing through the natural quality gates of Tech Mahindra recruitment process.

Tech Mahindra will explore a direct welcome of selected candidates by a senior Tech Mahindra executive through video conference for which SRIDEVI ENGINEERING COLLEGE, HYDERABAD will provide necessary infra at the Campus.

3.5. *Publication, Product and Patent*

White papers
Participation in national /international conferences/journals
Patent development
Practice, Framework or Product development

3.6. *Workshops, Conclave, Seminars and Events*

Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD associates will jointly arrange or participate in Workshops, Conclaves, Seminars, Competitions and other events at state, national and international level around the area of collaboration.

Tech Mahindra will facilitate industry visits of up to 60 students every term to their campuses at Hyderabad.

3.7. *Curriculum Design*

Tech Mahindra nominated Executives may be included in both Academic Council and Board of Studies to contribute in Industry centric course, subjects to be incorporated in the Curriculum. They will be invited to attend Academic Council and Board of studies whenever they are convened.

3.8. *Laboratory Development*

Creating, developing the necessary laboratories and other infrastructure at both Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD.

3.9. *Tech Mahindra specific programs :*

SRIDEVI ENGINEERING COLLEGE, HYDERABAD and Tech Mahindra will explore offering Tech Mahindra specific program in future.

4. PROPOSED TIMEFRAME

While both Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD look forward for a long term relationship turning into win-win approach for both parties, we enter into this AGREEMENT for an initial term of one (1) year and thereafter review and renew the AGREEMENT every year on mutually agreed terms. Strategic and Governance board shall identify the necessary terms of reference for such periodic review.

5. IPR

Each party reserves and retains all right, title and interest in and to its proprietary software, products, and processes. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration is property of both parties. Neither party shall take any action inconsistent with, nor that might adversely affect other party's rights hereunder. Nothing contained in this AGREEMENT 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 AGREEMENT.

It is also mutually agreed between the parties that this AGREEMENT excludes development/creation or invention of IPR by students, faculty, and employees of either party, who has received a grant from any university, government or any other funding organization. In other words, IPRs developed by virtue of joint work done by Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD stakeholders under this AGREEMENT will be "Joint Intellectual Property" of Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD only.

Separate supporting information mentioning further insight into definitions and scope pertaining to IPR is provided in Annexure I.

6. CONFIDENTIALITY

- a. During the period of this AGREEMENT and for a period of two years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

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.

In addition to above, the stakeholders involved during this program engagement should adhere to security policies including information security of both parties. Researchers and developers must comply to information security policies.

7. NON-EXCLUSIVITY

The relationship of the parties under this AGREEMENT shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other AGREEMENTs or collaborations of any kind.

8. TERMS AND TERMINATION

This AGREEMENT may be amended or terminated earlier by mutual written AGREEMENT of the parties at any time. Either party shall have the right to unilaterally terminate this AGREEMENT upon 30 days prior written notice to the other party. However, no such early termination of this AGREEMENT, whether mutual or unilateral, shall affect the obligations of the participants under any Research AGREEMENT. Neither party is entitled to any compensation in the event of termination of this AGREEMENT

9. GOVERNANCE AND PROGRAM MANAGING COMMITTEE(GPMC)

Following organization structure is proposed for both parties.

Nature of Activity	Representatives from SRIDEVI ENGINEERING COLLEGE, HYDERABAD	Representatives from Tech Mahindra
Strategic and Governance board	Dr.B.L.Malleswari Principal	A.S.Murthy Chief Technology Officer, K.Narayana Murthy Vice President Consulting & Enterprise Solution
Program Management	D.subramanyam Placement Officer	J.V.S Prasad Group Practice Head

Role	Responsibilities
<i>Strategic board</i>	<ol style="list-style-type: none">1. Define overall strategy and roadmap2. Make strategic and tactical decisions and offer direction3. Strategic decision for investment, patents/IPR etc.4. Strategic decision for amendment of AGREEMENT if any5. Escalation point for program level issues

Role	Responsibilities
<i>Governance board</i>	<ol style="list-style-type: none"> 1. Tech Mahindra SRIDEVI ENGINEERING COLLEGE, HYDERABAD Engagement monitoring 2. Quarterly review /audit of program – Evaluate program, services and products if any 3. Appointment of new board members and sub-committee members for unplanned vacancy 4. Ensuring availability to convene at short notice to address critical path issues 5. Escalation point for program level issues

Role	Responsibilities
<i>Program Manager</i>	<ol style="list-style-type: none"> 1. Implement strategy and governance board decisions 2. Operating program and reporting program performance and shortcomings 3. Create QoQ dash board on progress of individual project undertaken in the niche areas specified and agreed upon by both parties 4. Individual level project life cycle management including resource and infrastructure planning 5. Create, Track , Monitor and evaluate individual spawned projects under this AGREEMENT 6. Escalation point for individual projects

Based on research area of work, individual project teams will be formed with members from both parties.

10. ASSIGNMENT

It is understood by the Parties herein this AGREEMENT is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this AGREEMENT, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE AGREEMENT

Each Party shall bear the respective costs of carrying out the obligations under this AGREEMENT.

12. Neither party shall be liable for damages for any delay or failure to perform its 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.

- 13.** During the term of this AGREEMENT, and for a period of one (1) year immediately following the termination of this AGREEMENT, neither Tech Mahindra nor SRIDEVI ENGINEERING COLLEGE, HYDERABAD shall knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this AGREEMENT, without prior written approval of the other party.
- 14.** This AGREEMENT 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.
- 15.** Nothing in this AGREEMENT 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, Tech Mahindra and SRIDEVI ENGINEERING COLLEGE, HYDERABAD 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.
- 16.** Notwithstanding anything to the contrary in this AGREEMENT, any exhibit or attachment or any other document signed between the Parties regarding the subject matter of this AGREEMENT, either prior or subsequent to this AGREEMENT, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.
- 17.** Notwithstanding anything to the contrary in this AGREEMENT, any exhibit or attachment or any other document signed between the parties regarding the subject matter of this AGREEMENT prior to this AGREEMENT, in no event shall either party be liable to the other for the non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.
- 18.** This AGREEMENT shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this AGREEMENT shall be referred to the Courts at Hyderabad which shall have exclusive jurisdiction over any dispute.

19. SIGNED IN DUPLICATE

This AGREEMENT is executed in duplicate with each copy being an official version of the AGREEMENT and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

**SRIDEVI ENGINEERING COLLEGE,
HYDERABAD**

Tech Mahindra

By : **Dr.B.L.Malleswari**

By : **A.S.Murthy**

Principal
Sridevi Women's Engineering College
Hyderabad

Chief Technology Officer
TechMahindra,Hyderabad

Name : **D.Subramanyam**
Title : Placement officer

SrideviWomen'sEngineeringCollege

Name : **K.Narayana Murthy**
Title : Vice President
Consulting & Enterprise Solution
TechMahindra, Hyderabad

Name : **J .V .S Prasad**
Title : . Group Practice Head
Infrastructure Management Services
TechMahindra, Hyderabad

Date :

Date :

Witness :

Witness :

1.

1.

2.

2.

Annexure I: IPR

Definitions

"Intellectual Property" (IPR) means all forms of intellectual property under the laws of any state or country including, but not limited to, patentable inventions, copyrightable works, mask works, trademarks, service marks and trade secrets, that is first conceived or reduced to practice in the performance of the project and disclosed in writing to a Party.

"Sole Intellectual Property" means Intellectual Property invented, developed, created or discovered solely by employee/student/faculty of a single Party.

"Joint Intellectual Property" means Intellectual Property invented, developed, created or discovered jointly by employees/students/faculties of the Parties or by employees/students/faculties who are obligated to assign to the Parties in performance of the project; provided that in the case of a patentable invention each such employee qualifies as an inventor pursuant to applicable patent law.

IPR covers Copyright, Patent, Trademark, Industrial Design, Database rights, Trade Secrets: This needs to be contractually covered separately.