

## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is between

**Infosys Technologies Ltd.** an Indian corporation, having its registered office at Electronics City, Hosur Road, Bangalore - 560 100, (hereafter referred to as "Infosys")

**Malaviya National Institute of Technology, Jaipur, Rajasthan.** ( hereinafter referred to as MNIT Jaipur)

and

**The Government of Rajasthan** through its Department of Technical Education having its seat of office at Jaipur. ( hereinafter referred to as "Government of Rajasthan" )

WEREAS, THE GOVERNMENT OF RAJASTHAN AND INFOSYS wish to mutually collaborate in this initiative to strive towards the following aims:

- (a) Improve the quality of education for students in technical education streams in Rajasthan.
- (b) Enhance the employability of such students.
- (c) Facilitate special educational initiatives designed to assist students from lower socio-economic backgrounds.

AND WHEREAS The Government of Rajasthan and Infosys do undertake as follows:

### Terms and Conditions:

#### 1 Nature of Collaboration:

- 1.1 This MOU is for collaboration between the parties for mutual benefit for the purposes set out in Annexure I to enhance the quality of the educational experience for students of the Engineering Colleges in the State of Rajasthan, and to assist in improving the employability of such students. Infosys and the Government of Rajasthan shall mutually agree on the specific details of the collaboration, with respect to each initiative.
- 1.2 The primary purpose of this MOU is the enhancement of employability of the students of engineering and related disciplines.
- 1.3 This MOU shall be valid for **three years (3)** from the date of execution of both the parties.

Government of Rajasthan shall take all reasonable steps to ensure the successful completion of the collaboration.

1.5 Government of Rajasthan shall work with Infosys in executing this initiative to enhance the quality of graduates.

1.6 Infosys shall provide the Government of Rajasthan with the agreed upon materials and the Government of Rajasthan shall use these as per infosys guidelines. The Government of Rajasthan shall have to bear all expenses such as providing infrastructure, network and internet access and other facilities required for education and training. Infosys will bear its own expenses in complying with its responsibilities as detailed out in Annexure 1.

1.7 Infosys shall partially fund the training programmes for students from lower socio-economic background. The Government of Rajasthan shall fund the remaining expenses. Infosys shall inform the Government of Rajasthan of the amount that it shall fund for this initiative.

1.8 One of the objectives of this MOU is to provide special training programs for students from lower socio-economic backgrounds. Some of these activities shall be executed by the Malaviya National Institute of Technology, Jaipur (MNIT Jaipur), as agreed between the parties. The Government of Rajasthan, MNIT Jaipur and Infosys shall sign a tripartite memorandum of understanding to this effect, which shall specify the roles and responsibilities of the parties.

**2. Mutual Obligation:**

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 not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval of the other party.

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 and the Government of Rajasthan. The Government of Rajasthan is not authorized to make any representation, statement, contract, or commitment on behalf of Infosys without the prior written consent of Infosys.



**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. Neither the party shall be liable to the other party for any indirect or consequential damages.
- 3.2 Each party represents that they have the full power and authority to enter into this MOU.

**4. General**

- 4.1 The Government of Rajasthan may receive information proprietary to Infosys (the "Confidential Information") under this MOU. The Government of Rajasthan understands and acknowledges that the Confidential Information is valuable and confidential to Infosys, 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 and that it will only be used by the Government of Rajasthan for the benefit of Infosys.
- 4.2 The Government of Rajasthan understands and agrees that all written or other tangible data and documentation developed or procured by the Government of Rajasthan in performing its obligations under this MOU, whether in printed or electronic form, shall belong jointly to Infosys and Govt of Rajasthan.
- 4.3 Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party.
- 4.4 Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
- 4.5 Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from Rajasthan, or to offer employment to any students who have availed of the programmes under this MOU.
- 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.
- 4.7 Any dispute arising under this MOU will be settled in Jaipur through arbitration in accordance with the Arbitration and Conciliation Act, 1996. This MOU shall be governed by the laws of India.

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

INFOSYS TECHNOLOGIES LTD

GOVERNMENT OF RAJASTHAN

Date : 15-12-2006

Date : 15-12-2006

Place : Jaipur

Place : Jaipur

Name : Dr. M.P. Ravindra

Name : Shri G.S. Sandhu, I.A.S.

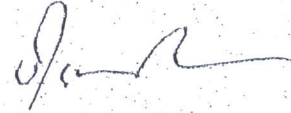
Designation : Sr. Vice-President  
(Education & Research Department)

Designation : Principal Secretary,  
Department of Technical Education,  
Government of Rajasthan, Jaipur

Signature :



Signature :



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR

Date : 15-12-2006

Place : Jaipur

Name : Dr. R.P. DAHIYA

Designation : Director, MNIT Jaipur

Signature :

