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डॉ. बाबासाहेब आंबेडकर महाराष्ट्र विश्वविद्यालय  
क. राय डे-लाच डे-लाच सत्यमेव जयते

हाशम मो तैयब  
स्टॅम्प वेन्डर  
परवाना क्र. 906/2000  
पैठण रोड, औरंगाबाद



MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
TATA CONSULTANCY SERVICES LIMITED (TCS)  
AND



DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY, AURANGABAD.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed on 11<sup>th</sup> day of March 2015 between:

DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY, an autonomous education institution, recognized by the University Grants Commission (hereinafter referred to as "DR. BAMU") having its office at University Campus, Near Soneri Mehel, Jaisingpura, Aurangabad.

AND

TATA CONSULTANCY SERVICES LTD., (hereinafter referred to as TCS), wherein Tata Consultancy Services is a public limited company registered under the Companies Act, 1956 having its registered office at Nirmal Building , 9th Floor, Nariman Point, Mumbai - 400 021, the OTHER PART.

"DR. BAMU" and "TCS" are hereinafter collectively referred to as the "Parties" and individually as "Party" as applicable.

## 1. PURPOSE

The purpose of this MOU is to provide the framework for a partnership arrangement between **DR. BAMU** and **TCS**, to provide training services to improve the employability of students graduating from **DR. BAMU, Aurangabad.**

### **Background of Dr. BAMU, Aurangabad.**

The University was established in August 1958 and called Marathwada University, Aurangabad. It was renamed in 1994 as Dr. Babasaheb Ambedkar Marathwada University, Aurangabad. The university campus is spread over an area of 720 acres embraced by lush green mountain ranges, interspersed with gardens and ancient and medieval historical monuments, balancing traditional and modern changes. The university has a strength of 4730 students on the campus and 1,25,000 students from 404 affiliated college converging from all over India as well as the world that focus primarily on quality teaching standards and research both for the faculty and students.

### **Objective:**

In this age of competition it is imperative for any educational institute to get abreast with latest knowhow of an industry. Dr. BAMU has always been at the forefront in incorporating new trends and practices of corporate sector in its syllabus. Dr. BAMU understands the needs of Industry it has accordingly designed the syllabus to cater the exact need of manpower. Considering the present competitive situation, Dr. BAMU has taken an initiative to develop professional skills of the students. This is an attempt to bridge the gap between industry and academia which is a strongly felt need of hour.

The employability of our graduates continues to remain weak. In the current context, training graduates to enhance their employability and enabling them to be effective contributors to the nation's growth and development, assumes paramount importance. Though the institute helps the students to get the knowledge there is however, a strong need to refine the professional skills of the students. Thus, the idea is to start imparting Employability and Skill Development Training to Dr. BAMU's graduate students.

The main objective is to provide 80-100 hours free of cost training so as to groom and hone employability skills of unemployed graduates as well as final year graduation, post-graduation students.

**Scope:** TCS shall be entitled to provide training for unemployed graduates and final year graduation students. During the term of this MOU, all the students passing out from **Dr. BAMU** would be mobilized to undergo training provided by TCS. Each batch should have minimum of 50 trainees. The scope will cover all the colleges conducting B.A., B.Com, BSc – non IT and BBA courses.

## 2. PROGRAMME DETAILS

A free training program of about 100 hours will be offered with intent to increase the employability of final year graduation students and unemployed graduates, by improving their English communication skills; corporate etiquette, analytical thinking, and problem solving skills, basic computer skills and personality development. Dr. BAMU & TCS would jointly conduct Employability Skills Improvement Training Program of 100 hours & Recruitment Drive for the students of Dr. BAMU.

Details of Training Program –

Title - "English Communication & Corporate Etiquettes"  
Duration - 100 Hours Training

Main aim is to complete 100 hours training. It may be completed in 25 days i.e. 4 hours per day, or in 12 days i.e. 8 hours full day training.

Location - The training shall be provided at any of the below mentioned locations –  
a) University Campus  
b) Affiliated College of Dr. BAMU  
c) Any other Training Hall or Auditorium which is convenient to the students.

Certificate - A joint certificate will be awarded to all participants, subject to the following:–

- a) This certificate will have Dr. BAMU & TCS Logos printed on it.
- b) Hon. VC on behalf of Dr. BAMU and respective HR lead will sign on the certificate on behalf of TCS.
- c) 75% attendance is compulsory for a participant to claim the certificate.
- d) Certificate will be provided only after training program is completed.

Credits - A student, who has completed this training, will get three (3) credits over and above the regular course credits and it will be reflected in their respected credit memo.

Placement - TCS will conduct a special campus placement drive for these participants/students who completed the above mentioned training to be selected by TCS and those selected candidates will join TCS.

TCS will help those students, who are not selected through this campus placement drive, to find suitable jobs in TCS group (other than BPS group)

TCS shall maintain transparency in providing employment to successful trainees however attending this training does not guarantee a job in TCS.

Joining TCS will not be a compulsion to participants/students.

### **Roles and Responsibility:**

- 1) Trainer will be appointed by TCS for this training program
- 2) Dr. BAMU will provide training hall, necessary stationary, LCD projector, white board & all other required support to execute the training program.
- 3) Dr. BAMU will not be liable for any expenses incurred on trainer - Food & other miscellaneous

- 4) Accommodation will be made available by Dr. BAMU as and when training program is conducted in Dr. BAMU campus. Whereas in case of other locations not listed above under "Location", TCS will make arrangement for accommodation of Trainer.
- 5) Apart from training program, Dr. BAMU & TCS will execute following programs jointly (frequency will be decided mutually)

- a) Short duration guest lecture on Employability Skills enhancement.
- b) Personality Development Workshop
- c) Interview preparation Workshop

- 6) Visits of the students / Faculties of Dr. BAMU to TCS shall be in TCS location at Hingewadi, Pune campus. Wherein they can visit TCS Campus, they can observe corporate culture and get aware of the standard working practices.

Dr. BAMU will include this 100 hours training module as one elective subject to graduate students in near future.

### 3. ELIGIBILITY

- a. Bachelors and Masters in Arts and Commerce are eligible for the training. (B.Sc. IT, B.Sc. Computer Science, B.Sc. Computer Applications, M.Sc., MBA, MCA are excluded)
- b. Final year graduation, First year masters students from all streams excepting the ones excluded in section 3(a) of eligibility, can be trained preferably during June - January of a fiscal year. The option of conducting training during all months of the year will remain open to TCS.
- c. Candidates pursuing distance education graduation courses will not be eligible.
- d. Functional understanding of English, MS-Word, MS-Excel, numerical and logical understanding is preferred.
- e. The candidates should not have a gap of more than three (3) years after his graduation or post-graduation.

### 4. AREAS OF COOPERATION

Dr. BAMU shall provide the following services:

- a. Identify candidates (following the eligibility criteria) for training and counsel and familiarize the candidates and share the profiles of these candidates' details with TCS. Dr. BAMU will capture data pertaining to the candidates' name, age, educational qualification, caste, etc., in the format provided by TCS and share the same with TCS.
- b. Upon signing of this MOU, DR. BAMU will provide a schedule/time table for the entire year during which TCS trainers can conduct the classes. TCS will accordingly deploy its trainers at the scheduled locations in accordance with the agreed time table. Any changes to the schedule will be mutually agreed between DR. BAMU and TCS.
- c. Intimate the candidates about the pre-assessment test, if any, to be conducted by TCS.
- d. Intimate the candidates about the training to be conducted by TCS. The list of candidates for training will be provided by DR BAMU whereas TCS will impart training using its standard training module prepared by its learning & development domain for Affirmative Action Employment Training Program.
- e. The training will be imparted by trainers nominated by TCS. The date of training will be finalized in consultation with respective Principals / Directors of colleges, DR. BAMU, under intimation to DR. BAMU Headquarters or by both.
- f. DR. BAMU shall provide logistic support in the form of:
  - Training rooms with White Board or Black Board, marker pens / chalk and duster and chairs, for conducting training.
  - Computers with typing tutor, MS Office and internet access (for computer training and improving technical skills) TCS will indicate number of computers required.
  - Class rooms for conducting recruitment process at the end of training.
- g. The Principals / Directors will be responsible to ensure retention and regular attendance of the trainees and TCS trainer(s) will address any issues related to discipline for the successful completion of the training program.
- h. Intimate TCS of the names of candidates who have secured jobs elsewhere after completion of the training

**TCS shall provide the following services:**

- a. Identify trainers who are professionally qualified, trained and experienced to do the employability improvement training and shall be responsible for its trainers and its other personnel.
- b. Intimate the training date and provide training material on a need basis at its discretion.
- c. Train the candidates for 80 hours in English Communication skills, Corporate etiquette, analytical thinking, problem solving skills, and personality development. Train the candidates for 20 hours in basic computer skills, based on the availability of computers.
- d. Conduct orientation session at the beginning of each training batch to give an understanding of training content, syllabus, and methodology of the training program. Any training property marked as "TCS confidential" will not be shared and decision in this regard taken by TCS will be final and binding.
- e. Conduct exit test and interviews at the end of training.
- f. Distribute "Certificates of participation" by TCS to all trainees who have attended the training regularly (having over 75% attendance).
- g. If there are vacancies conduct the regular recruitment process of the Company in a fair manner as per Company policies after completion of the training.
- h. Intimate DR. BAMU, of the names of candidates completing the training and names of candidates selected for joining TCS for employment if they are selected.
- i. TCS shall bear the cost of printing the certificates and maintaining the original TCS certificate format & color combination.
- j. TCS shall have no commitment to provide employment.
- k. TCS shall mention the salary package and other terms and conditions of employment to the candidates selected in the interviews in accordance with the regular recruitment process of TCS BPO.
- l. TCS shall maintain transparency in providing employment to successful trainees.

**5. COST:**

- a. TCS shall bear the cost of the trainers who will be conducting the training.
- b. TCS shall bear the travel cost and boarding/lodging cost of its trainers.
- c. DR. BAMU shall bear the cost, if any, of intimating the candidates regarding the training.
- d. DR. BAMU shall bear the cost of training rooms and computer labs.

**6. GENERAL CLAUSES:**

- a. TCS does not guarantee employment of the trained candidates either with TCS or with any other company. But it will take all possible measures to recruit the trained candidates of DR. BAMU under this MOU.
- b. The MOU shall commence on **(11<sup>th</sup> March 2015)** and be valid for a period of one year i.e., till **(10<sup>th</sup> March 2015)** Prior to the expiry of the term, the MOU may be further extended by mutual agreement between both the Parties. Either Party may terminate this MOU with a thirty (30) day notice to the other in writing.

Neither Party may use the name of the other Party in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law.

**7. LIABILITY:**

- a. TCS makes no warranties to DR. BAMU, express or implied, with respect to the contents of this MOU. All warranties are hereby disclaimed. TCS shall not be liable to DR. BAMU for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law, no legal or financial liability with respect to this MOU shall exist with DR. BAMU. The total cumulative liability of TCS with respect to this MOU, if any, shall not exceed an amount of Rs. 10,000/- (Rupees Ten Thousand Only).
- b. DR. BAMU shall defend, indemnify and hold harmless TCS at all times against any proceedings, claims, losses or damages made by any person against TCS arising due to breach of any third party intellectual property rights (Clause 9) or confidentiality obligation (Clause 8). This clause shall survive the term, expiry and termination of this MOU. DR. BAMU makes no warranties to TCS, express or implied, with respect to the contents of this MOU. All warranties are hereby disclaimed. DR. BAMU shall not be liable to TCS or any other for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law, no legal or financial liability with respect to this MOU shall exist with DR. BAMU

**8. CONFIDENTIALITY:**

DR. BAMU shall maintain in confidence and shall not disclose or divulge to any third parties or use for any other purposes other than as described herein, of any or all information of TCS including existence of this MOU, any training, strategy, process, training material, 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:

- information already known to the receiving party free of any restriction;
- subsequently learned from an independent third party free of any restriction and without breach of this MOU;
- is or becomes publicly available through no wrongful act of the receiving party or any third party;
- is independently developed by the receiving party; or
- 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

**9. INTELLECTUAL PROPERTY RIGHTS:**

All and any proprietary or pre-existing rights of TCS in any TCS tools, processes, utilities, methodologies, patents, trademarks, copyrights, training materials, documentation 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. All training material provided under this MOU shall not be used for any other purpose other than the purpose mentioned in this MOU. All the training material shall be returned to TCS by DR BAMU post expiration or termination of this MOU.

**10. FORCE MAJEURE:**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, accident, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

**11. NOTICES:**

All notices, requests, demands and other communications related to this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:

To TCS:

Tata Consultancy Services Limited  
TCS House  
Raveline Street, 21 D.S. Marg, Fort,  
Mumbai – 400 001

**Attention:** Ranjan Bandyopadhyay  
Global HR Head – BPO

To DR. BAMU: Dr. Babasaheb Ambedkar Marathwada  
University,

**Attention:** Dr. B.A. Chopade  
Hon. Vice Chancellor

**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. SEVERABILITY:**

Any provision of this MOU that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction.

**14. AMENDMENTS:**

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

**15. WAIVER:**

Any failure by either Party to enforce any provision of this MOU shall not be construed as a waiver of the rights to so enforce such provisions at a later date or upon any subsequent breach.

**16. ASSIGNMENT AND SUCCESSION:**

The rights, benefits and liabilities of Dr. BAMU under this MOU shall not be assigned or otherwise transferred to any third party without the explicit written consent of TCS. This MOU shall inure to the benefit of and be binding upon the legal successors of the Parties.

**17. GOVERNING LAW & DISPUTE RESOLUTION:**

In case any dispute arises between Parties, an effort shall be made to settle the same amicably. 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

**18. Tata Code of Conduct:**

The business activities of TCS is regulated by the Tata Code of Conduct. All agencies dealing with TCS like DR. BAMU are also bound by the said Tata Code of Conduct. <[http://www.tcs.com/SiteCollectionDocuments/About%20TCS/TCS\\_CodeofConduct\\_Oct-2008.pdf](http://www.tcs.com/SiteCollectionDocuments/About%20TCS/TCS_CodeofConduct_Oct-2008.pdf)>. DR. BAMU 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.

**SIGNATORIES**

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

Name : Professor B. A. Chopade

Designation : Vice-Chancellor

Date : 01/03/2015

Signature : 

(For and on behalf of Dr. Babasaheb Ambedkar  
Marathwada University, Aurangabad)

Name : MONIMOY DAS GUPTA

Designation : AVP, HEAD AM & CR

Date : March 11, 2015

Signature : 

(For and on behalf of Tata Consultancy Services  
Limited, Mumbai)