



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between:

**Infosys BPO Limited**, having its registered office at Plot Nos. 26/3, 26/4 & 26/6, Electronics City, Hosur Road, Bangalore 560 100 (hereinafter referred to as "Infosys BPO")

And **Dr Babasaheb Ambedkar Marathwada University** located at University Campus, Aurangabad-431004 (hereinafter referred to as "University")

Whereas Infosys BPO is a leading business process outsourcing service provider and University is engaged in providing training and education to various students;

Whereas Infosys BPO and University have agreed to collaborate to train certain trainers and students in language and other skills required in the BPO industry;

Now therefore Parties agree to the following covenants:

### 1. Nature of Collaboration:

1.1 This MOU is for collaboration between the parties for mutual benefit for the purposes set out in Annexure 1 ("Purpose") to enhance the quality of the educational experience for students of the University.

1.2 The primary purpose of this MOU is to enhance employment opportunities for the students of all general education disciplines.

1.3 This MOU shall be valid for 3 years from the date of execution by both the parties.

1.4 Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.

1.5 University and Infosys BPO Limited will work in executing various initiatives including those set out in Annexure 1 to enhance the quality of graduates.

1.6 Infosys BPO shall provide University with the agreed upon materials and the University shall use these as per Infosys BPO guidelines and policies. The University shall provide basic infrastructure. Infosys BPO shall assist University in establishing a dedicated cell with network, internet access and other facilities required for the Purpose.

1.7 Process Details on agreed projects can be mutually worked out.

### 2 Mutual Obligations:

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 only use any trade name, trade mark, symbol or designation belonging to the other in accordance with this MOU.



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 BPO and University. University/Infosys BPO (as may be applicable) is not authorized to make any representation, contract, or commitment on behalf of each other without the prior written consent of University/Infosys BPO.

#### **4. Limitation and Warranties:**

4.1 Each party shall ensure that the other is not put to any liability for any act of the respective party under this MOD.

4.2 Each party represents that they have full power and authority to enter into this MOU in general.

#### **5. General:**

5.1 The University may receive information proprietary to Infosys BPO and viceversa (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by University from third parties without accompanying secrecy obligations; (c) is already in University possession and was lawfully received from sources other than Infosys BPO or (d) is independently developed by University. Each party understands and acknowledges that Confidential Information is valuable and confidential 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.

5.2 University understands and agrees that all written or other tangible data and documentation developed or procured by the University in performing its obligations under this MOU, whether in printed or electronic form, belongs to Infosys BPO and that the Infosys BPO will have all rights, title and interest therein and viceversa.

5.3 A party shall not use the name of the other party in any advertisement or make any public announcement without the prior written approval of the other.

5.4 The University will only have the right to accept and implement the syllabus/curriculum as per the advice of the statutory bodies of the University.

5.5 Both the parties agree that Infosys BPO is not obliged on account of this MOU to recruit any fixed number of students from the University.

5.6 Each party shall be at liberty to terminate this MOU with a written notice period of three (3) months to the other party without any compensation and seeking legal redress.

5.7 University will only act as a facilitator between Infosys BPO and colleges/students which doesn't necessarily guarantee any benefits and services arising of this MOU.

5.8 Any dispute arising under this MOD between two parties and others in this regard will be settled in Bangalore through arbitration in accordance with the Arbitration and Conciliation Act, 1996. This MOU shall be governed by the laws of India.

5.9 Any changes in implementation procedures which are not as per the present MOU, will be discussed and will be incorporated in writing by the parties.

5.10 The Registrar of the University and the Chief Executive Officer of Infosys BPO, will sign on behalf of respective parties.

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

Dr. Babasaheb Ambedkar University

By: *V. M. Pandharipande*

Name: Dr. V. M. Pandharipande

Title: Vice-Chancellor

Date: April 18, 2012

Infosys BPO Limited

By: *K. Raghavendra K.*

Name: Mr. Raghavendra K.

Title: VP & Head HR, Infosys B.P.O Ltd.

Date: April 18, 2012

*V. M. Pandharipande*

**Registrar**  
Dr. Babasaheb Ambedkar  
Marathwada University,  
Aurangabad.





## **Annexure 1**

### **Purpose/Scope of the Collaboration:**

#### **Student/Education:**

Promote academia-industry interaction

Create awareness of the ITES/BPO industry. Increase employability for the students by providing communication and analytical skills;

#### **Faculty:**

Faculty Enablement Programs with Infosys BPO Interaction with subject matter experts

Industry exposure

#### **University and Industry:**

Alignment of industry requirements with the University curriculum, as per the clause mentioned in 5.4. so as to ensure that more number of students would be eligible for industry employments at the time of their graduation.

Providing the guidance on usage of technology to enhance education system and administration.