

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is executed on 7th November 2014 by and between:

- I. **IGATE Global Solutions Ltd.** A company incorporated under the Companies Act, 1956 with its office at No. 158-162P & 165P-170P, EPIP, Phase II, Whitefield, Bangalore 560 066, India, (hereinafter referred to as "**IGATE**" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

- II. **Modern College of Arts, Science and Commerce** located at Ganeshkhind, Pune-16 hereinafter referred to as the "**Institution**" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

IGATE and The Institution are also sometimes referred to as the "**Parties**" in the collective and as the "**Party**" in the singular.

1. This MOU between IGATE and Institution is signed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent ("Collaboration"). The Collaboration hereunder shall commence on 1st November 2014 and extend until terminated in writing by either party hereunder.
2. The educational programs conducted under this Collaboration will offer an opportunity:
 - For IGATE to work with the Institution to help align the college curriculum to the industry requirements
 - To conduct lectures/seminars for students at the Institution to enhance the student skills and employability.
 - To share updates on the latest technologies and best practices in training in the area of Information Technology
 - To enhance the faculty skills through Faculty Development Programs hereunder
 - For both parties to interact with subject matter experts

3. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
4. This Collaboration is non exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
5. Institution agrees to unconditionally grant IGATE a preferential status for recruiting its students from the campus.
6. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
7. Neither party shall:
 - a) Infringe the IP belonging to the other party
 - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
 - c) Be or represent itself as a representative of the other
 - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.

8. All information, course material discussions or other strategies mentioned/provided hereunder shall be deemed as confidential including but not limited to records, files, in various formats and media, equipment, market studies, customer and prospect lists, supplier lists, information concerning special needs, business characteristics and any such information considered proprietary. Both the parties shall take all necessary steps to maintain the confidentiality of such information. Parties further agree that development or acquisition of such Confidential Information has resulted from considerable effort and expense and very critical to the success and survival of either Party. The disclosure or use of the Confidential Information would cause irreparable harm and damage and either Party, in entering this Agreement, is fully aware of the need to protect the Confidential Information.

Therefore both the Parties covenants that, both during the term of this Agreement with and for a period of five (5) years immediately following its termination (irrespective of the reason for termination), will not disclose to third persons/parties

any part of the Confidential Information or use the same in any way without disclosing party's prior written consent in each instance. Parties shall keep each other indemnified against any breach in this clause.

9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable IGATE policies when working on IGATE premises with regard to Collaboration. The Institution agrees to keep IGATE fully indemnified against any unlawful activity or breach of instructions from IGATE by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.

The MOU, in written thereof/whereof both parties put their seal on the day, month and year herein mentioncd.

Place: ~~07/11/14~~ ~~THO~~
Hinjewadi, Pune

Date: 07/11/14

For IGATE Global Solutions Ltd

For Modern College of Arts, Science and
Commerce

Signature 


Pramod Patwardhan

Vice President – IGATE Corporate University

Signature

Dr Sanjay Kharat

Principal


/ Sarish Ambike
(placement coordinator)