

binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

- Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

- The business activities of TCS are self regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS.

XVII) SURVIVAL

- The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

- If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

XVI) ENTIRE AGREEMENT

- This MOU, along with the schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

TATA CONSULTANCY SERVICES LTD.

(TCS)

Signature: _____

Name: RAJIV NOPORNA.

Title: Genral. Manager - HR.

NALLAMUTHU GANDER MAHALINGAM COLLEGE

(Institute)

Signature: _____

Name: _____

Title: _____

ANNEXURE – A (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.Com/BBA student ("I"/ "Student") of <name of college> **College**, <address>, affiliated to _____ University and **Tata Consultancy Services Limited**, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai – 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and _____ (the "MOU"), TCS has agreed to design and develop courses in areas focused around _____ <name of the Designed Course> which is a focused line of business offering within Business Process Outsourcing entity at TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____

ANNEXURE – B (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

by and between

Tata Consultancy Services Ltd.
Mumbai, India

- hereinafter referred to as "TCS" -

and

Name: _____

Designation (of Faculty): _____

College Name: _____

College affiliated to: _____ **University**

- hereinafter referred to as "Faculty" -

- both hereinafter referred to as "Party" or "Parties" -

This Agreement is entered into as of the day of signing, by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400001, India ("TCS"), and undersigned Faculty Member of

_____ ("Faculty") <College Name & Address of college>

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and _____ (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by _____ <name of college> for students in Bachelor's Degree Courses.

WHEREAS, for the year _____, TCS has proposed a TCS Designed Course viz. _____ to be offered by _____ <name of college> to the students of the _____ degree course which the _____ <name of college> has agreed to implement ("Course").

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty/Faculty to teach the Course.

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof to the students of their college as part of the curricular course offering ("PURPOSE").

WHEREAS, TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the

purpose of gaining knowledge and in furtherance of imparting education to the students of the affiliated college of _____;

- c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;
3. - The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
- a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The

disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.

9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. This Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS: Tata Consultancy Services Ltd
 TCS House, Raveline Street,
 Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To < Name of Faculty, designation, college name & college address>

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.



Location: Mumbai

Date:

on behalf of

TATA CONSULTANCY SERVICES LTD

Sign in the box

.....
.....
Name, Designation & Signature

Location:

Date:

on behalf of:

<college name>

Affiliated to: _____ University

Sign in the box

.....
.....
Name, Designation & Signature