

MEMORANDUM OF UNDERSTANDING

Date: 01/08/2018

**Mechanical Engineering Department,
MCT's Rajiv Gandhi Institute of Technology,
Andheri (W), Mumbai-400053
&
HCL Technologies, New Delhi.**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 1/08/2018

Between

Mechanical Engineering Department of **MCT's Rajiv Gandhi Institute of Technology**, Varsova, Andheri(W), Mumbai- 400053 (hereinafter referred to as "RGIT", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on **FIRST PART**

And

HCL Technologies Ltd, a Company duly organized and existing under the laws of India having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India (hereafter referred to as "HCL", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on **SECOND PART**

AND WHEREAS, "RGIT" is among the noteworthy academic institutes of Mumbai offering UG and PG programs in Mechanical Engineering, Civil Engineering, Electronics and Telecommunication Engineering, Computer Engineering and Information Technology.

AND WHEREAS, HCL is a registered company, engaged in providing services related to the software engineering services, software training and the development, implementation and integration of computer software.

AND WHERE both "RGIT" and HCL are desirous of associating with each other to expertise students of RGIT on HCL's proprietary products (DFMPro and Geometric Stack up) as an addition to RGIT curriculum. HCL will provide academic license of these products to RGIT ("Course").

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both RGIT and HCL as under.

1.0 Definitions and Interpretation

- 1.1 "MOU" shall mean this Memorandum of Understanding executed between RGIT and HCL on 10th day of July, 2018.
- 1.2 "Party" or "Parties" shall mean RGIT and HCL individually and collectively as the context may require;
- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to

Page 1

'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 The Course

- 2.1. The course shall be conducted on DFMPPro and Geometric Stackup.
- 2.2. The course contents mutually agreed may be subject to change as and when necessary and mutually agreed.
- 2.1. The course shall include Software demo, Lab work material, technical information and career guidance from HCL.
- 2.3. With reference to above point the first three actiRGITies i.e. lectures, practical and technical assessment shall be under HCL. The career guidance from HCL shall be part of value added actiRGITies from HCL.
- 2.4. This Course will be free of cost for the students of engineering.

3.0 Responsibility Structure

- 3.1 RGIT shall provide the infrastructure of systems, LCD projector etc.
- 3.2 HCL shall be responsible to provide online support for software demo/training to faculty, academic licenses, course materials and career guidance.
- 3.3 RGIT shall create awareness amongst its students for promotion of the course.

4.0 Certification

- 4.1. Upon completion of the Course, HCL will conduct technical assessment for students. The students qualifying the technical assessment shall be certified with course completion certificate. Rights to conduct assessment is reserved by HCL.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein RGIT and HCL jointly offer a course on "DFMPPro and Geometric Stackup" and shall not extend to any other actiRGITy or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

7.0 Confidential and Proprietary Information

- 7.1 "Confidential Information" shall mean all information, including the Course material and academic licenses so given to RGIT, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by HCL, and disclosed by HCL to RGIT or its faculty which is related to HCL information such as course material, training data, guidance notes, procedures, methodology, etc.
- 7.2 RGIT shall hold in trust and confidence for HCL all confidential information provided by HCL, and RGIT shall not disclose to any person or use such information for any purpose other than defined in this MOU. RGIT shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from HCL and shall return/destroy all such information at the termination of the contract. By disclosing this information to RGIT, HCL does not grant any expressed, implied or other license or right to RGIT to propagate the information. HCL hereby grants to RGIT an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the RGIT students.
- 7.3 RGIT shall not disclose HCL confidential information without first obtaining written consent from HCL.
- 7.4 RGIT shall disclose HCL confidential information only to RGIT employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and RGIT obligations hereunder.
- 7.5 RGIT shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. RGIT shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by HCL. In the event of any loss, RGIT shall notify HCL immediately.

8.0 Termination

1 (one) year from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU

for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12.0 Arbitration

12.1 All disputes, differences or claims arising out of or in relation within this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of RGIT and Partner, HCL or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Laws of India.

14.0 Notices

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to
HCL Technologies Limited.,
806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India

For attention of: Legal Head and Mr. Yogiraj Dama
Phone: 02040283542
E-mail Id: Yogiraj.Dama@hcl.com

College Address
Dr. Sanjay U. Bokade
Head, Department of Mechanical Engineering,
MCT's Rajiv Gandhi Institute of Technology,

Andheri(W), Mumbai- 53
Phone: 02226707026
CAD LAB Incharge: Prof. Amol Mangrulkar

14.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

15.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

16.0 Waiver

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

17.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 1/08/2018.

For HCL Technologies Limited

Name:
Title:


YOGIRAJ DAMA
Product Manager

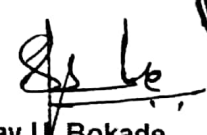
09 AUG 2018

Witness:

Witness: Yogiraj Dama
Product Manager

College Full Name
MCT's Rajiv Gandhi Institute of
Technology, Andheri(W), Mumbai-53

Name: Dr. Udhav Bhosle
Title: Principal


Witness: Dr. Sanjay U. Bokade
H.O.D. Mech.


Witness: Prof. Nilesh B. Shahapure
Staff Mech.

