



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as "MOU") is made on this the 29.09.16 between

DELL INTERNATIONAL SERVICES INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 (hereinafter referred to as "DELL" and wherever the context so permits be deemed to include the successor-in-interest and assigns) having its registered office at Plot No. 123, EPIP Phase II, Whitefield Industrial Area, Bangalore 560 066 and represented by its authorised Signatory Ms.Savneet Shergill (Director – Talent Acquisition, Dell India).

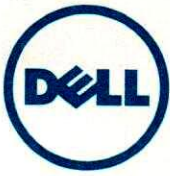
AND

Manipal University Jaipur, (hereinafter referred to as "MUJ") is a private university under section 3 of UGC Act 1956 having its campus at Dehmi Kalan, Near GVK Toll Plaza, Jaipur-Ajmer Expressway, Jaipur, Rajasthan-303007 and represented by its authorized signatory Dr. Vandana Suhag (Registrar – MUJ).

DELL and MUJ are hereinafter individually referred as Party and collectively as **the Parties**.

RECITALS

- a. WHEREAS, DELL is in the business of, among other things, selling or otherwise dealing in Information Technology products and similar devices (hereinafter referred to as "DELL Products") and offering technology services/solutions.
- b. WHEREAS MUJ is a reputed institute in the field of education.
- c. WHEREAS, MUJ is interested in working with DELL whereby students of MUJ are provided with technical expertise and guidance by DELL and work on projects with DELL to gain practical knowledge
- d. WHEREAS DELL and MUJ are desirous of collaborating for mutual advantage and working on various projects as detailed herein.
- e. In furtherance of the above, the Parties are desirous of entering into this MOU to set out the terms and conditions on which they shall co-operate and work together and the Parties wish to record their respective obligations in this regard.



NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope Of The MOU:

- 1.1 The Parties will work together on various joint projects relating to Big data and IoT and any such other areas as mutually agreed from time to time. The various specific projects will be discussed and documented between the Parties from time to time and the details of the same will be documented as per the template in Annexure -1.
- 1.2 Each of the Projects would be run/ conducted as per the terms of this MOU and any modifications to this MOU as are mutually agreed and documented as an addendum to this MOU.
- 1.3 Each of the Parties shall designate one representative who shall be the single point of contact for all matters relating to this MOU and the specific projects.
- 1.4 Neither party is entitled to make any representations, warranties or commitments on behalf of the other party to any third party except to the extent authorised in writing by the other party.

2. Obligations of DELL:

For successful conduct of each of the joint Projects, DELL shall provide to MUJ the following:

- i. Technical advice from time to time through personnel designated on a project
- ii. Leader/s to support various activities at MUJ
- iii. Periodic review of the project and suggesting corrective action/ improvements as appropriate.
- iv. Guest lectures, Technical workshops, Faculty development, Employability enhancement programs.

3. Obligations of MUJ:

- 3.1 For each of the project, MUJ shall share with DELL the names of the faculty and students who will be associated with the project. MUJ shall ensure that appropriate consent is obtained from the faculty and students as relevant under the privacy regulations before the personal information of the faculty and students are shared with DELL.
- 3.2 MUJ will ensure that a faculty with expertise in the field relating to the project is assigned to mentor and guide the students associated with the project.



- 3.3 MUJ shall ensure that the students associated with the projects have the basic knowledge to handle the project.
- 3.4 MUJ shall ensure that the persons associated with the project adhere to the timelines and the deliverables specific to the project.
- 3.5 MUJ agrees that it shall not at any time use or disclose to any person directly, or indirectly, any confidential or proprietary information, intellectual property (including trade secrets) and confidential facts relating to the business and affairs of DELL and that every person from MUJ associated with the project shall be bound by the confidentiality obligations
- 3.6 MUJ agrees that through the joint projects with DELL, any resultant publication including but not limited to news article, advertisement, announcement or publicity pertaining to this MOU or its content shall be prepared in mutual consultation and released only with the mutual consent of the Parties.
- 3.7 MUJ shall, not directly or indirectly, act or omit to act or carry out any activities that would cause harm or damage the name, credibility, brand or reputation of DELL or which would be detrimental to the business interest of DELL.
- 3.8 Subject to the Keep It Agreement, Dell agrees to provide MUJ with certain hardware, software and/or services (collectively "Solutions") at no charge. The hardware Solutions are for MUJ to keep and title to such hardware (except for the software provided with such hardware) passes from Dell to MUJ upon shipment as per the Keep It Agreement.

4. Intellectual Property:

- 4.1 This MOU shall not affect the respective Intellectual Property rights vested in the Parties to the MOU. Intellectual property shall mean all forms of intellectual property rights subsisting under any law or equity and all analogous rights subsisting under the laws of all jurisdictions and shall include any product or process of the human intellect whether register-able as patents, trademarks, copyrights, designs or otherwise such as an invention, or derivate work of the same expression or literary creation, unique name, trade secrets, business method, database, industrial process, computer program, source code, process, presentation, etc.
- 4.2 MUJ shall at all times recognize the validity of the Intellectual Property Rights and ownership of the Intellectual Property Rights with the sole presenting sponsor and will not at any time put in issue the validity or ownership of such Intellectual Property Rights.
- 4.3 MUJ shall at all times recognize the validity of the Trade Mark and ownership of the Trademark Dell with the sole presenting sponsor by Dell and will not at any time put in issue the validity or ownership of the Trademark Dell.



- 4.4 With respect to any invention, discovery, copyrightable work, software or other intellectual property ("Intellectual Property") that is created or conceived during the course of joint projects only of under this MOU or any subsequent agreement, unless otherwise agreed to, all rights, title to and interests in any Intellectual Property shall be jointly owned by the Parties of this MOU and neither Party shall use, license, sublicense or otherwise commercially exploit such jointly owned Intellectual Property without the prior written agreement of the other Party. Each Party brings certain background intellectual property ("BIP") to this collaboration. Nothing herein or implied herein shall assign or grant any right to the BIP of one Party to the other.

5. TERM AND TERMINATION

- 5.1 This MOU shall be effective from 29.9.16 and shall continue to be in effect unless terminated as per the provisions of this MOU.
- 5.2 Either Party can terminate this MOU at will by giving ninety (90) days prior written notice to the other Party. Any project which is ongoing would not be affected by such termination and will be completed by the Parties as per agreed parameters and to that extent the MOU will subsist till the conclusion of such project.
- 5.3 The Parties can also by mutual agreement terminate any specific project being conducted as part of this MOU without affecting the continuity of any other projects.
- 5.4 Without prejudice to any rights and remedies which it/ he may have, either Party may, after giving 7 days' notice to the other Party, terminate this MOU if the other Party commits a material breach of this MOU and
- a) the breach being remediable, the defaulting Party fails to remedy that breach within (15) fifteen days after notice from the non-defaulting Party to do so; or
 - b) the breach is non-remediable and comprises a breach of a fundamental condition.
- 5.5 Termination of the MOU shall be without prejudice to any accrued rights of the Parties as of the date of the termination.
- 5.6 On termination of this MOU, MUJ shall promptly deliver to a designated representative of DELL all originals and copies of all materials, documents and property of DELL which are in their possession or control. MUJ shall if requested by Dell also facilitate meeting of the designated representatives for review of the confidential and proprietary information known or possessed by MUJ and to confirm DELL's rights regarding protection of the confidential and proprietary information and the disclosure to DELL and its ownership of intellectual property.



6. LIABILITY

Neither Party shall be liable to the other party for any special economic or consequential loss or damage suffered by the other party (including but not limited to loss of profits, loss of anticipated savings or loss of an opportunity.

7. CONFIDENTIALITY

- a. The Parties acknowledge a duty from the date of signing this MOU and after the termination or expiry of this MOU not to disclose without the other's prior written permission any information either concerning the other's business carried on or proposed or intended to be carried on, its business plans, customers or associates.
- b. The restrictions in clause 7(a) shall not prevent the disclosure of information where such disclosure or use of confidential information is necessary for the proper performance of the party's duties under this MOU or disclosure of such information is required by law or where such information has come into the public domain otherwise than through unauthorized disclosure.
- c. Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure the compliance with the provisions of clause (7) above by its officers, employees and agents.
- d. Neither Party shall make any publicity on the contents of this MOU by press release or reference to this MOU without the consent of the other party.

7. FORCE MAJEURE

- 7.1 Neither Party shall be liable to any other Party for non-performance or defective or late performance of any obligation hereunder, to the extent and for such periods of time as such non-performance or defective or late performance is due to reasons outside the Party's reasonable control, including acts of God such as fire, explosion, flood or other natural calamity, or from any relevant governmental action, court order or decree (hereinafter, a "Force Majeure Event").
- 7.2 The Party not performing fully or on time shall continue to take all actions reasonably within its power to comply as fully as possible with this MOU except where the nature of the Force Majeure event shall prevent it/him from so doing.



- 7.3 The Party failing to perform fully or on time shall notify the other Party in writing immediately on the occurrence of such Force Majeure Event, and shall in every instance, to the extent it/ he is capable of so doing, use its/ his best efforts to remove or remedy such Force Majeure Event.

8.0 ARBITRATION

- 8.1 If any question or dispute shall at any time arise between the Parties hereto with reference to meaning or effect of any clause to this MOU or rights or liabilities of Parties hereto, then such a question or dispute shall be referred to the Arbitration in Bangalore in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force.
- 8.2 This MOU shall be subject to jurisdiction of courts in Bangalore only.

9. COSTS

Save as expressly otherwise provided in this MOU each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this MOU and any other MOU incidental to or referred to in this MOU.

10. GENERAL

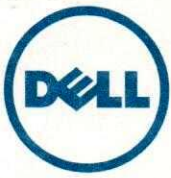
- a. This MOU shall constitute the entire MOU between the Parties hereto and supersedes any and all prior agreements whether formal, informal oral or written between the Parties hereto.
- b. The failure of either party to exercise, or its delay in exercising any right, power, or privilege available to it hereunder shall not operate as a waiver thereof, or preclude any other, or further exercise thereof, or the exercise by the party of any other right, power or privilege hereunder.
- c. This MOU may not be assigned by either Party without the prior written permission of the other Party except that DELL may assign its rights and obligations under this MOU to any affiliate of DELL under intimation to NITK.
- d. Both Parties shall be responsible for the relevant statutory compliances as relevant to their respective organization and to the scope of work as contemplated herein.
- e. Any notice required to be served hereunder shall be deemed to have been duly served if sent by and delivered in writing in a form enabling confirmation of delivery, either by hand, by air courier, or by facsimile transmission with a confirmation letter to the address given above (or such other address as either Party shall specify from time to time in writing).



Dell International Services India Pvt. Ltd.

Divyashree Greens, No. 12/1, 12/2A & 13/1A,
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Tel + 91 80 2807 7000
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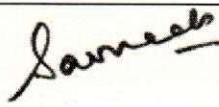
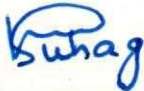
- f. If any provision of this MOU shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed amended or deleted insofar reasonably consistent with the purposes of this MOU and to the extent necessary to conform to the applicable law and the remaining provisions of this MOU shall remain valid and enforceable in accordance with their terms.
- g. This MOU does not constitute and shall not be construed as constituting a partnership or joint venture. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third Person other than as is specified herein. This MOU does not constitute and shall not be construed as an agent/principal or employee/employer relationship between the Parties.
- h. No waiver of any breach of any provision of this MOU shall operate as a waiver of any other or subsequent breach thereof or of the provision itself or of any other provision.
- i. No provision of this MOU shall be deemed to have been waived unless such waiver is in writing and signed by the Party waiving the same.
- j. Other than is permitted herein neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this MOU or its subject matter, including but not limited to in any promotion or marketing materials, customer lists or business presentations without consent from the other Party for each such use or release. The foregoing restriction shall not apply to the extent of any public disclosure mandated by law.



Dell International Services India Pvt. Ltd.

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Koramangala Inner Ring Road,
Domlur Post, Bengaluru-560 071
Karnataka India.
Tel + 91 80 2807 7000
www.dell.com

IN WITNESS THEREOF the Parties have set their hands to this MOU on the day, month and year hereinabove written in the presence of the following Witnesses.

For and on behalf of Dell International Services India Pvt Limited	For and on behalf of Manipal University Jaipur
Signed by: 	Signed by: 
Name: Savneet Shergill	Name: Dr. Vandana Suhag
Title: Talent Acquisition Director – Dell India	Title: Registrar – MUJ, Jaipur
Date: 29/09/16	Date: 29/09/16