



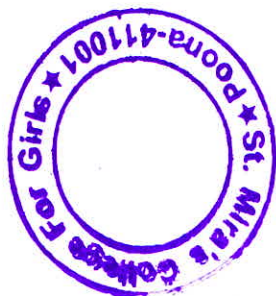
SADHU VASWANI MISSION'S  
St. Mira's College For Girls, Pune  
Autonomous (Affiliated to Savitribai Phule Pune University)  
Reaccredited by NAAC- A Grade, cycle 3  
[ARTS, COMMERCE, SCIENCE, BSc(Computer Science), BBA, BBA(CA)]  
6, Koregaon Road, Pune-411001. [INDIA]  
Ph./Fax: 26124846; Email: [office@stmirascollegepune.edu.in](mailto:office@stmirascollegepune.edu.in)

1.1.3 Average percentage of Courses having focus on employability/ entrepreneurship/  
skill development offered by the institution during the year - 86.15%

**2017-18**

**Additional Information:**

- List of MOUs signed during the year



*Jayant*  
**Principal Incharge**  
St. Mira's College for Girls, Pune.

**St. Mira's College for Girls, Pune**  
(Autonomous-Affiliated to Savitribai Phule Pune University)

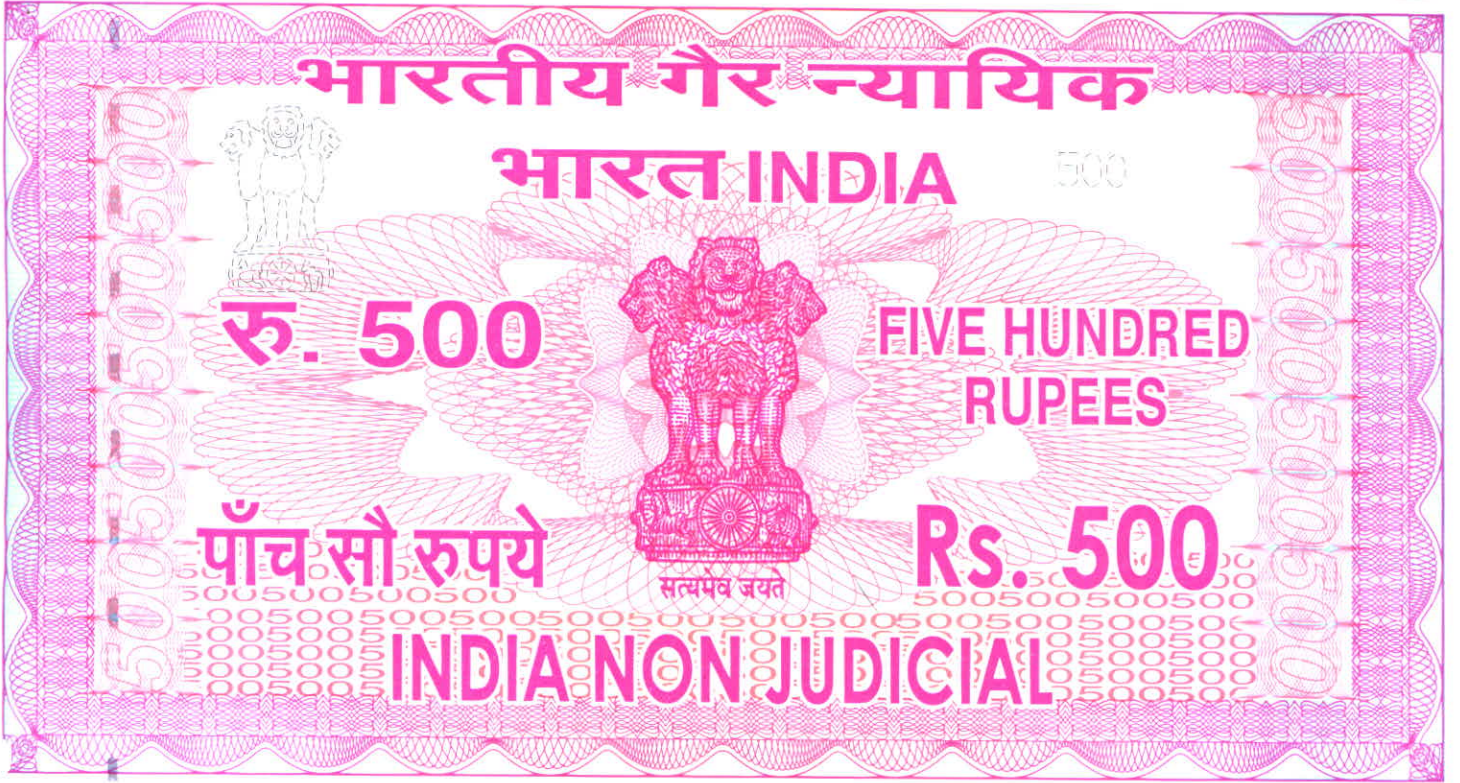
2017-2018

1.1.3 List of MOUs having focus on employability/ entrepreneurship/ skill development offered by the institution for the year *2017-18*

Sr. No.	Name of Department signing the MOU	Name of Institution/Industry/Corporate House with whom MOU signed	Duration of MOU	Criteria having Original copy of MOU
1	BSC (CS)	TCS	1 year	C3



*Jayab*  
**Principal Incharge**  
St. Mira's College for Girls, Pune.



महाराष्ट्र MAHARASHTRA

2017

AG 116403

15 DEC 2017

१५०८९२ दि. मु.श. रकम ५००

वि. प्रकार. वासु

दस्तावेज नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव. २१२१ कॅम्पस सॉल्यूशन्स प्रायव्हेट लि

पत्ता. विठोबाजी रोड

दुसऱ्या पक्षकाराचे नांव

हस्त व्यक्तीचे नांव व पत्ता. Sonariew SANGIETAA LOKANDE

परवाना क्र. २२०१५२४

मुद्रांक विकत घेणाऱ्याची सही मोयोज हॉटेल कॉम्पाऊंड, बंडगार्डन रोड, पुणे-१

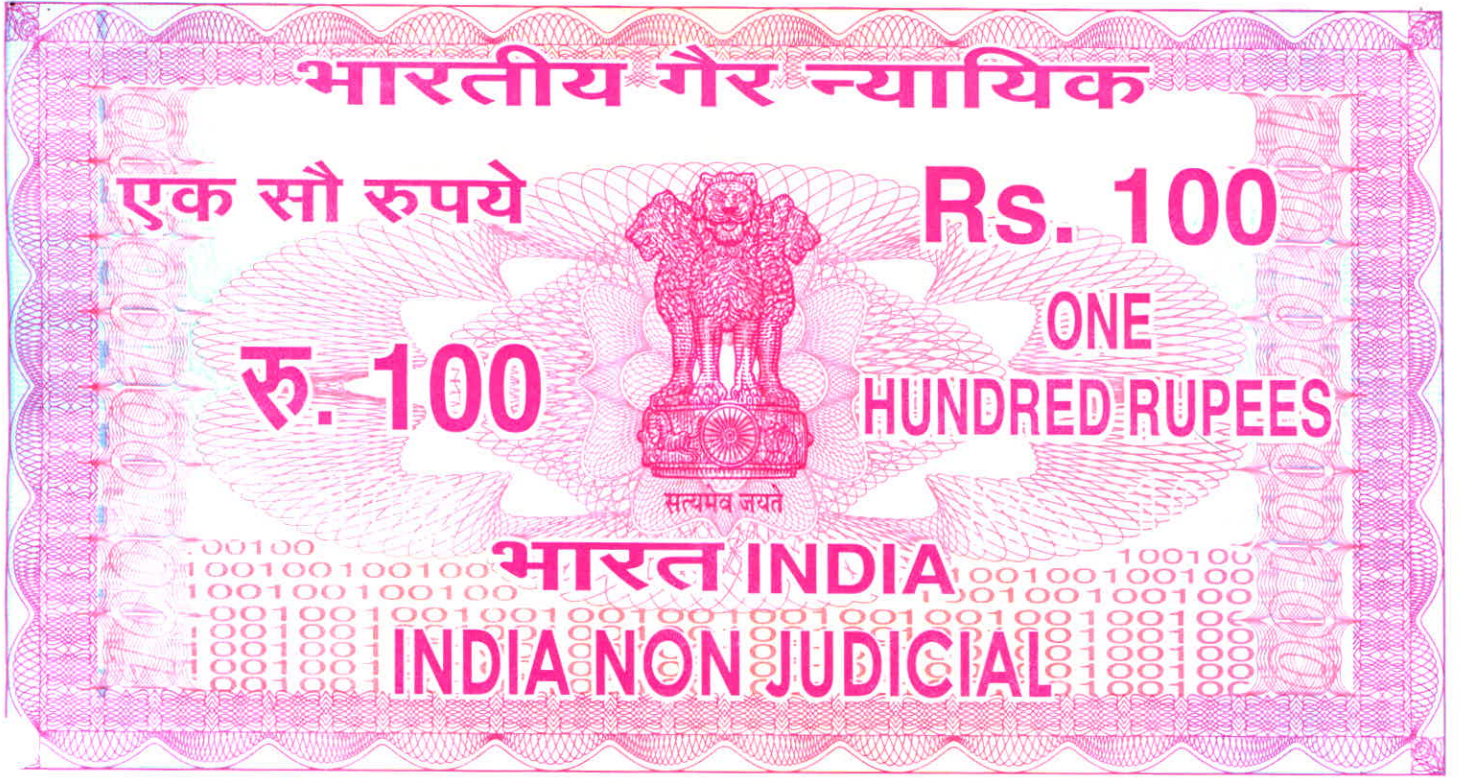
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केलेल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into on the 18<sup>th</sup> day of December, 2017 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 (hereinafter referred to as "TCS"), and **Principal, St. Mira's college for women Pune (Autonomous), Affiliated to SPPU** and having its principal office at G.Koregaon Park, Next to Hotel Taj Blue Diamond Pune 411001(hereinafter referred to as "Institute").

*S. H. Gadwani*  
Confidential

*[Signature]*  
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महाराष्ट्र MAHARASHTRA

2017

SV 000994

15 DEC 2017  
940694  
अ.क्र. दि. मु.शु.रकमी.  
र.चा प्रकार  
हस्त नोंदणी करणार आहेत का? होय/नाही.  
मिलकतीचे वर्णन  
मुद्रांक विकत घेणाऱ्याचे नांव  
पत्ता  
दुसऱ्या पक्षकाराचे नांव  
हस्ते व्यक्तीचे नांव व पत्ता  
मुद्रांक विकत घेणाऱ्याची सही मोबोज हॉटेल कम्पाऊंड, बंडगार्डन रोड, पुणे- १  
च्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक  
खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे



TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require

WHEREAS Institute is engaged in providing educational degrees at graduate and postgraduate level in various streams and is an autonomous college affiliated to Savitribai Phule Pune University.

*G. H. Gidwan*

TCS Confidential

*G. H. Gidwan*

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WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

## I) UNDERSTANDING

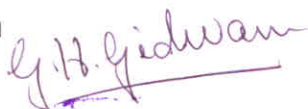
This MOU is intended to cover a specific collaborative effort between TCS & Institute under the academic interface program driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculum specializations streams in Business Process Services / Management and related domains ("Curriculum") at the bachelor's degree level ("Option 2") or post-graduate degree level ("Option 3"), as may be agreed to by the Parties and details outlined in **Annexure A**. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

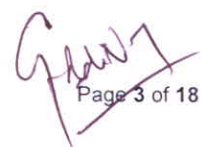
The agreement between TCS and Institute would be effective from 18<sup>th</sup> day of December 2017 ("Effective Date") and shall be valid up to 18<sup>th</sup> day of December 2020.

## II) ROLES AND RESPONSIBILITIES:

### A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum.
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.

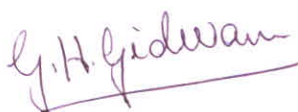



  
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- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

#### **B. Role of Institute:**

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (if agreed to in Annexure A) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.



  
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- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
  - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s).
  - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
  - c) Familiar with recent developments in related field
  - d) Effective communication and articulation of scenarios
  - e) Ability to drive interactive sessions
  - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. As an input it may consider the assessment criteria as suggested by TCS for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – B hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure – C hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.
- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.

- At the end of the course Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS. Institute shall also provide first slot to TCS during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from TCS.

### III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

### IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notice on the course material. Institute shall not, permit

*E.H. Gidwan*

*[Signature]*  
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any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices as included in the course material provided by TCS.

- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
  - (a) To respect TCS' intellectual property;
  - (b) Not to use TCS' intellectual property without the prior express written consent of TCS;
  - (c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
  - (d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU.
  - (e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provision of Annexure – D.

## V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.



- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

## VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing.

## VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Swati Sarwate  
Asst. Professor,

St. Mira's college for women Pune (Autonomous) ,Affiliated to SPPU  
6,Koregaon Park, Next to Hotel Taj Blue Diamond, Pune 411001

Contact No- 9860904474, email ID:- [swatee.sarwate@stmiracollegepune.edu.in](mailto:swatee.sarwate@stmiracollegepune.edu.in), [sarwate@hotmail.com](mailto:sarwate@hotmail.com)

Point of contact of TCS: Balanarayanan G  
Head-Academia Interface program,  
Tata Consultancy Services Ltd,  
21 Industrial Estate, Ambathur, Chennai 600 058  
Ph:+91- 9035027150 / Ph:-44-66166590

*G.H. Gidwan*

### VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

### IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

### X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the Parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

### XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.:

To TCS: Attention:

Balanarayanan G  
Head-Academia Interface program,  
Tata Consultancy Services Ltd,  
21 Industrial Estate, Ambathur, Chennai 600 058

*G.H. Gidwan*

With a copy addressed to: Deputy General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India), Fax No. + 91 22 6778 8097.

To Institute: Attention: Dr. Gulshan H. Gidwani  
Principal  
St. Mira's college for women Pune (Autonomous), Affiliated to SPPU  
6, Koregaon Park, Next to Hotel Taj Blue Diamond, Pune 411001

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

## XII) NON SOLICITATION

- During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

## XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

## XIV) AUTHORITY

- Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner 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. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>.

**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.

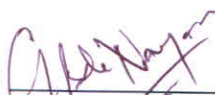
**XVI) ENTIRE AGREEMENT**

- This MOU, along with the schedules, annexures 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.

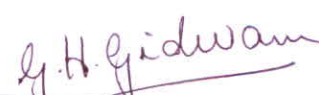
IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

**TATA CONSULTANCY SERVICES LTD.**

(TCS)

Signature:   
 Name: Bala Narayanan G  
 Title: Head Academia Interface Program  
 Date: 18 Dec 2017

St. Mira's college for women Pune (Autonomous)  
 Affiliated to SPPU  
 (Institute)

Signature:   
 Name: Dr. Gulshan H. Gidwani  
 Title: Principal  
 Date: 18/12/17

**Principal**  
**St. Mira's College for Girls, Pune**

## ANNEXURE – D

### TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: \_\_\_\_\_@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
  - (i) claim any right, title or interest in any of the TCS Marks;
  - (ii) register, seek to register or cause to be registered any of the TCS Marks;
  - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
  - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
  - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
  - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
  - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully responsible to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Any breach of the license/permission granted herein and/or breach of the representations and warranties will cause irreparable loss to TCS and/or its affiliates for which there may be no remedies at law.
6. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
7. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quite enjoyment or fitness for a particular purpose.

*G.H. Gidwan*

8. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.

*G. H. Gidwan*

**Principa.**  
**St. Mira's College for Girls, Pune**