

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between **Infosys Limited**, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as “Infosys”); and **GLA University** a university / engineering college committed to educational excellence having its office 17 KM, Stone NH #2, Mathura Delhi Road, P.O. Chaumuhan, Mathura-281 406 (U.P.) INDIA (hereafter referred to as “Partner”).

RECITALS:

- A. WHEREAS GLA University has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the GLA University for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology (“IT”) disciplines.
- C. AND WHEREAS GLA University with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Intentionally Omitted
3. The GLA University shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.
4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.

Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA



5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party
9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.
10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received: -
 - (i) If sent by registered mail, three (3) days after posting;
 - (ii) If by hand, on the day of delivery; and
 - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.
15. Except as otherwise expressly agreed to by Partner in writing, during the period of their involvement with the provision of the MOU and a further period of one (1) year thereafter,

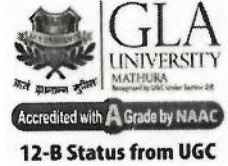

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Registrar
GLA University
7 Km, Stone, NH-2, Mathura-Delhi Road
Chauhan, Mathura (U.P.) INDIA



Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys's current or previous employees.

16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.
17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Indemnity:
Partner agrees to defend, indemnify, and hold harmless Infosys, its affiliates, directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with any alleged or actual:
 - a. any negligence, willful misconduct, fraud, misrepresentation, and or violation by Partner of any governmental laws, rules, ordinances, or regulations;
 - b. breach of confidentiality and/or data privacy obligations under this MOU, by Partner;
19. Except for claims arising due to any gross negligence, willful misconduct, fraud, misrepresentation by Infosys, Infosys shall not be liable to the Partner for any direct damages, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) arising out of or in connection with this MOU.
20. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.
21. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.
22. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O. Chaurmuhan, Mathura (U.P.) INDIA



23. This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India and courts in Bangalore, excluding any laws that direct the application of another jurisdiction's laws.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: 11-Jan-2022

Date: 27/12/21

Place: Bangalore

Place: Mathura

Name: Sundar K S

Name: Ashok Kumar Singh

Designation: Associate Vice President & Head-,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Designation: Registrar
GLA University, Mathura

Signature:

Authorized Signatory
For Infosys

Signature:

Authorized Signatory
For GLA University

Seal:

Ashok Kumar Singh

Registrar

GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

Associate Vice President
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Bangalore - 560 100. India