

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into at COEP Pune, on this date 09 Dec 2021

BETWEEN

College of Engineering Pune (hereinafter referred to as COEP) which expression shall unless repugnant to the context and meaning there of be deemed to mean and include its successors and permitted assigns) represented by its Director, COEP is an autonomous institution, permanently affiliated to Savitribai Phule Pune University and All India Council for Technological Education (AICTE), New Delhi, situated at Pune

AND

Infosys Ltd, a Company incorporated under the Companies Act, 1956 and having its registered office Electronic City, Hosur Road, Bengaluru - 560100, duly (hereinafter referred to as "INFY/Infosys"), represented by Dr Arunkumar Ranganathan AVP, Head DCG Energy, Utility & Services Practice unit, which expression shall, wherever the context so permits men and include successors and assigns.

COEP is keen on collaborating with INFY and is agreeable to enter into this MOU as per the terms and conditions set out hereunder.

In this MOU, either Infosys or COEP may be referred to as a "Party," or together as the "Parties".

Whereas, INFY provides various software services / solutions for its clients is willing to extend the expertise limited to mentoring college to create and nurture multipurpose Lab focusing on Digital, SMART Initiatives, IoT, Process Automation, Block Chain, Artificial Intelligence and Innovation instituted by COEP for the exclusive benefit of COEP students.

Now this MOU witnesses as under:

1. Scope of the MOU.

- ✓ During the period of this MOU, subject to compliance with the terms of the MOU by COEP&INFY, UNIVERSITY is willing to set up a Innovation Lab at its premises for research on Digital, SMART Initiatives, IoT, Process Automation, Block Chain, Artificial Intelligence.
- ✓ Infosys shall mentor and advise COEP in creating and developing multipurpose purpose Lab and Innovation center established by UNIVERSITY.
- ✓ The outcome of this engagement as products or solutions or services with part or full cannot be commercialized by COEP nor transformed in any form to any parties without written consent from INFY.
- ✓ COEP will ensure INFY name is represented as technology partner in all internal and external communication within COEP or any external institutions or bodies or authorities.
- ✓ INFY will not be intervening in any internal commercials related to funds from Government or sponsors or captive systems during this period of engagements.
- ✓ COEP & INFY shall have entered into this MOU for duration of 5 years w.e.f. initiation of this MOU for implementation and closure of the program and thereafter, it will be open to both the parties to renew the MOU on mutually decided fresh terms and conditions.
- ✓ The MOU between COEP and INFY will be an limited partnership for the entire term of the MOU in their respective areas of expertise.
- ✓ INFY & COEP will jointly conduct experiments and develop Proof of Concepts (PoC) to provide industry exposure to Students.

2. Obligation of COEP.

- ✓ Creation of set up which is necessary for multipurpose Lab infrastructure
- ✓ Ensuring dedicated technical core team with governing structure for program execution
- ✓ Design and Development of the components / sub-assemblies and system integration followed by testing and validation as per INFY recommendations
- ✓ Conducting the literature survey and bench marking as per INFY recommendations
- ✓ Availability of funds and procurement procedures for on-time availability of research components and consumables

- ✓ Design documentation / Test report generation and Program plan under the guidance from **INFY**
- ✓ Preparation of schedules and review guidelines will be made available after jointly discussing with **INFY**
- ✓ Not to have any claims or rights against the trade name, technology, marks expertise and logos of **INFY**
- ✓ **COEP** will not record, store, transmit or use any material, trade name, technology, or publish any documents or material which has reference to the subject matter of this engagement under any circumstances without a written approval from **INFY**.
- ✓ **COEP** will engage appropriate students to work in Labs and PoCs mutually decided by **COEP&INFY** Team
- ✓ **COEP** will extend lab usage for **INFY** team for various PoCs or experiments
- ✓ **COEP** will facilitate logistics support for **INFY** personnel to travel to their premises on need basis at least 7 days in a Month.
- ✓ **COEP** team working on PoCs will sign Non-Disclosure agreement as per the agreed format.

3. **Obligation of INFY.**

- ✓ Guidance and mentorship for Multipurpose Lab through remote coordination or by emails or calls or by visiting actual lab
- ✓ Guiding Dedicated technical core team from **COEP** on need basis to ensure the deliverables are on right track.
- ✓ Not have any claims or rights against the trade name, technology, marks, and logos of the **COEP**.
- ✓ **INFY** will conduct experiments or develop POCs in Lab at **COEP**
- ✓ **INFY** will issue experience certificate to students in case they complete POC as per mutually agreed plan
- ✓ **INFY** will not pay any remuneration to **COEP** team working on joint PoCs
- ✓ **INFY** will not record, store, transmit or use any material, trade name, technology, marks, expertise and logos of **COEP** under any circumstances without a written approval from **COEP**.
- ✓ **INFY** will not be liable for any performance or reliability or functional issues or design limitations or non-working issues at any circumstances.
- ✓ **INFY** will assume as mentor or reviewer or guidance role as a part of this program execution.
- ✓ This MoU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.
- ✓ **INFY**, at its sole discretion, will allow **COEP** team to visit general labs at its premises for project discussions and review on need basis.

4. **Intellectual Property Rights**

The Parties acknowledge and agree that all or part of any advice or materials provided during the term of this MOU may be utilize, or may include, know-how and prior intellectual property of Infosys. All rights in such know-how and prior intellectual property, including but not limited to utility routines, generalized interfaces, algorithms, ideas, techniques, concepts, proprietary processes, tools and methodologies (collectively "Infosys IP") shall continue to vest exclusively in Infosys. Infosys also retains sole and exclusive ownership to any improvements, modifications or derivative works made to or from Infosys IP. Infosys shall grant to **COEP** a non-exclusive, royalty-free and perpetual license to use such Infosys IP to enable **COEP**'s internal use (specified herein below) of the advice or materials provided under this MOU; provided that this license does not apply to Infosys IP on a stand-alone basis separate and apart from such advice or materials.

Internal use of the advice or materials shall be limited to the following:

- Non-commercial research,
- Publication rights subjected to certain conditions, and
- Obligation on future IP generated after the project is complete.

The Parties agree that any intellectual property created or produced pursuant to the engagement contemplated under this MOU shall be owned by **INFY**

5. Third Party Components

The Parties agree that if any open source software or third party software ("Third Party Components") are required in the course of the engagement contemplated under this MOU, COEP shall be responsible for obtaining at its own expense all rights, licenses and consents necessary for usage of such Third Party Components. Infosys provides no warranties or liabilities for Third Party Components.

6. COMMERCIALS.

The commercial terms pertaining to the usage of any intellectual property, by COEP will be governed by a subsequent definitive agreement as agreed by the Parties. All financial investment with respect to this MOU will be completely made by COEP. INFY will not and shall not be required to make any investments as a part of this MOU.

7. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

8. LIMITATION OF LIABILITY

Except for claims arising due to breach of confidentiality, neither Party shall be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. 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.

9. CONFIDENTIAL INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. The secrecy of the Confidential Information disclosed pursuant to this MOU shall be maintained for a period of 10 (10) years following disclosure thereof.

10. TERMINATION CLAUSE & EXIT CLAUSE

This MOU may be terminated by either Party upon a 3 months' notice in writing. All notices are to be served in the manner permissible under the law at the addresses recorded first here in above either by email, fax, etc. Noncompliance by COEP of the terms of this MOU shall entitle INFY to terminate this MOU at any time with immediate effect. Any property, material or confidential information belonging to Infosys shall be promptly returned upon termination of this MOU and COEP shall discontinue use of such property, material or Confidential Information.

11. GENERAL PROVISIONS

a. Independent Contractors. It is expressly understood that Infosys and COEP are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

b. Force Majeure: Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence.



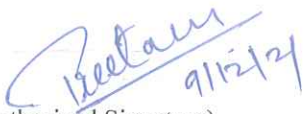

c. Compliance with Laws: Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.

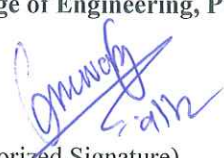
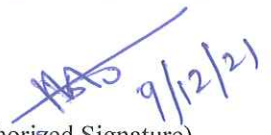

d. Assignment: Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such content not be unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.

e. Dispute Resolution and Arbitration: In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this MOU. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore, India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

f. Governing Law: This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.

g. Non Hire: Except as otherwise expressly agreed to by the other Party in writing, each Party agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) years following its completion or termination. In Witness whereof the Parties of both the Parts have signed this MOU on the Thursday , 09 DEC 20201 in the presence of witnesses.

Pravin V. Kulkarni VP - Delivery Head - SAP Pune Development Center Head  09/12/2021. (Authorized Signature)	Dr. B.B. Ahuja. Director, College of Engineering, Pune  (Authorized Signature)
Name and Signature of POC	Name and Signature of POC
Point of Contact: COEP  9/12/21 (Authorized Signature)	Dr Preetam Selmokar Mechanical Engineering Dept. College of Engineering, Pune Mobile: +91 9011084044 Email: pjm.mech@coep.ac.in
Point of Contact: INFY  (Authorized Signature)	Hemant Uttam Selmokar Group Project Manager Infosys Pune Email: Hemant_Selmokar@infosys.com Phone: +91 8010901308

Name & Signatures of Guides & Witnesses	
Dr Archana Thosar Dean R&D College of Engineering, Pune  9/12/21 (Authorized Signature)	Dr. D.N. Sonawane, Head Instrumentation Engineering College of Engineering, Pune  9/12/21 (Authorized Signature)
Dr Vahida Attar, Head Computer Engineering , Pune College of Engineering,  9/12/21 (Authorized Signature)	Narendra V. Vaishampayan Principal Consultant Infosys Pune  (Authorized Signature)



