



Infosys Technologies Limited
No. 1950, Hebbal Electronics City
Bangalore, Mysore - 560 106, India
Tel: 91 821 434 100 Fax: 91 821 304200

campus



Memorandum of Understanding (MOU)

This MOU is between Infosys Technologies Ltd. (hereafter referred to as Infosys), and Malaviya National Institute of Technology, Jaipur (hereafter referred to as University / College) 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).

Infosys is a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore - 560 100, India. (hereinafter referred to as "Infosys") Malaviya National Institute of Technology, Jaipur University

College is an university / ~~engineering college~~ committed to educational excellence having its registered office at Jaipur

(hereinafter referred to as "University")

Terms & Conditions:

1. Nature of Relationship

1.1. This MOU is for collaboration between both parties, for mutual benefit, for the many purposes set out in Annexure I to enhance the quality of the educational experience for students of the University / College.

1.2. This MOU shall be valid for 3 years from the date and each party shall be at full liberty to terminate the collaboration, with a notice period of 3 months.

1.3. Both parties shall 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.

1.4 Infosys shall provide the University / College with the agreed upon incentives and materials, and the University shall use these as per Infosys' guidelines. The University will have to bear all expenses such as providing infrastructure, network and Internet access and other facilities required for the education and training.

Infosys will also provide the partner with adequate publicity material such as handouts, information brochures and posters. The University shall return any returnable materials to Infosys on the termination or expiry of this MoU, or when requested to do so by Infosys.

2. Mutual Obligation

2.1. This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.

2.2. Each party shall meet the expenses between them as mutually agreed.

2.3. Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

2.4. Both parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

3. Limitation and Warranties

3.1. Each party shall ensure that the other is not put to any liability for any act of the respective party.

3.2. Each party represents that they have the full power and authority to enter into this MOU in general.

3.3. Each party shall ensure that the other do not actively solicit the faculty of the respective parties during the period of the memorandum of understanding.

4. General

4.1. Both parties will designate a representative from its side who will be the primary point of contact on behalf of that party.

4.2. Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.

4.3. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the university / college.

4.4 Any dispute under this MoU will be settled in Bangalore through arbitration, if necessary.

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

Date: 8th May, 2004

Date: 8th May, 2004

Place: Mysore

Place: Mysore

Name: Dr. M. P. Ravindra

Name: PROF. ASHOK K JAIN

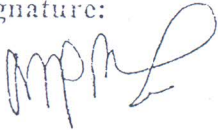
Designation: Vice-President &
Head - Education & Research

Designation: Director

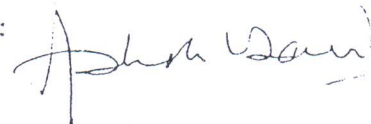
Infosys Technologies Limited

Institute: M. N. I. T. Jaijwal

Signature:



Signature:



INFOSYS TECHNOLOGIES LIMITED
No. 350, Hebbal Electronics City
Hotagalli, Mysore - 570 018

Authorized Signatory
For University / College