

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is effective (“Effective date”) from 01-Feb-2024

BY AND BETWEEN

VIRTUSA CONSULTING SERVICES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at No. 34, IT Highway, Navalur, Chennai-600130, and represented by its authorized signatory Mr. Vasu Pendyala(hereinafter referred to as 'Virtusa which expression whenever used shall mean and include its successors, administrators and assigns) of the ONE PART.

AND GEETHANJALI INSTITUTE OF SCIENCE & TECHNOLOGY (A Unit of Ushodaya Educational Society: Nellore),declared as a Educational Institution and having its campus at 3rd Mile, Bombay Highway, Gangavaram (V), Kovuru (M), Nellore - 524 137, Andhra Pradesh represented by its authorized signatory NARASAMBATTU SUDHAKAR REDDY, Secretary & Correspondent (Hereinafter referred to as 'Partner (which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART;

(Virtusaand the Partnerare individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Virtusais a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems Integration and managed services to its customers.

AND WHEREAS the Partner is a Educational Institution and has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS the Partner, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all engineering disciplines in the field of **Information Technology(“IT”)**,has approached Virtusawith a proposal for forging an industry-institute academic alliance to facilitate and train the Partner's students and faculty on **Java full stack** by utilizing the Virtusa's relevant experience and projects, and by deputing its technicians at the lab of Partnerwith the object of providing exposure to the Partner's faculty and students to current industrial needs and requirements.

AND WHEREAS Virtusa, has agreed to the proposal of the Partner

AND WHEREAS this MOU is intended to be legally binding between the Parties and is enforceable in accordance with the applicable laws and regulations.



Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. That the Parties on this day have executed this MOU with an intention to enhance the quality of the education for students of the Partner, to train the faculty of the Second Party and also for the purpose of industry institute collaboration between the Parties subject to the following terms and conditions:
 - a. The Partner shall establish a lab with the specified infrastructure requirements of Virtusa and shall use the lab for imparting the course/training. This lab shall be used for other courses of the Partner, in each case, upon obtaining prior written consent from Virtusa.
 - b. Virtusa shall provide the Partner with the material, software, and access to the **Java full stack library** during the term of this MOU and the Partner shall use the materials, software and access to the **Java full stack library** under the guidance of designated representative of Virtusa and for the purpose specified under this MOU. The Partner shall return such material, software and access to the **Java full stack library** to Virtusa upon expiry or early termination of this MOU.
 - c. The Partner shall nominate two or three faculty members for undergoing the Trainer certification program in a virtual mode or at Virtusa office at Hyderabad or Chennai for the faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
 - d. The final year students to be trained shall be pre-selected by Virtusa (hereinafter referred to as the 'Pre-selected Students'.
 - e. The course will be imparted for the duration specified by the Virtusa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by the Partner for the Pre-selected students.
 - f. The Partner shall not charge the Pre-selected Students any fee for this course. If it is found that the Partner has charged fees for this program from students, Virtusa shall have the rights to terminate this MOU or pursue other remedies available at law against the Partner.
 - g. The Partner shall not train any students other than the Pre-selected Students. Virtusa shall have the discretion to make employment offers to any of the Pre-selected Students on completion of their graduation. Virtusa shall not be under obligation under this MOU to recruit any fixed number of Pre-Selected Students. Any of the Pre-selected Students who is not made an offer in the final selection is free to apply to any other company.
 - h. Virtusa shall be provided day 1 slot during the campus placements by the Partner and the CTC range shall be decided by Virtusa.
 - i. Pre-selected Students who undergo this program as part of their pre-final semester will be given an internship opportunity by Virtusa either in its premises or through virtual mode.
2. The MOU shall be valid for three years from the effective date and the Parties shall be at fully liberty to terminate the MOU for convenience by issuing prior written notice of thirty (30) days. Virtusa shall have the right to terminate this



MOU in the event of breach of obligations by the Partner, by giving a prior notice of fifteen (15) days, during which period the breach is not remedied by the Partner.

3. The Parties shall take reasonable steps to ensure the successful performance of the obligations agreed and co-operate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with service motive and there is no monetary obligation/consideration involved herein between the Parties. However, the Partner shall bear all expenses incurred by the students towards providing infrastructure, network and internet access, other facilities required for the education and training and such other expenses in performing its obligations under this MOU.
4. Under no circumstances, shall the Parties be treated as the vendor, employee, contractor, representative and agent of the other.
5. Any information or documentation received by the Partner during the term of this MOU shall be deemed as 'Confidential Information' under this MOU. The Confidential Information includes, but is not limited to, any information, course material, plans, discussions, strategies or any material provided by Virtusa to the Partner, and Virtusa's technology including discoveries, inventions, research and development efforts, manufacturing processes, hardware/software (regardless of media) design and maintenance tools, and hardware/software product know-how, which may be disclosed by Virtusa to the Partner during the pendency of this MOU. Confidential Information shall also include any information marked "Confidential" or "Proprietary" but does not include any information already in the public domain or such information which was obtained from a third party. The Partner shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, Partner shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. The Partner or any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 5 years after.

The Parties shall not make unauthorized use of the trade name, trade mark, copyright, patent, symbol, licenses, or designation belonging to the other party without prior written approval and permission of the other party. In the event, the Partner or any of its personnel/students/faculty breach its confidentiality obligations or infringe the intellectual property of Virtusa, Virtusa shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the Partner shall indemnify, defend and hold harmless Virtusa, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to damage to property, fraud, gross negligence, wilful misconduct, breach of confidentiality obligations, breach of applicable laws and regulations and infringement of intellectual property.

6. Virtusa shall also provide requisite publicity material such as handouts, information brochures and posters, if it deems necessary. Upon expiration, termination of this MOU or when requested by Virtusa, the Partner shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Virtusa.
7. Except for collaboration related to **Java full stack** practice, the Partner is not debarred from having collaborations with others. For initiatives which are planned for **Java full stack** domain, the Partner can also invite guest speakers. Any other event in this domain will be conducted in collaboration with Virtusa & other interested Companies, upon obtaining prior written consent from Virtusa.



8. Except as expressly Provided in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential.
9. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
10. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
11. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
12. Either of the parties shall not use the name of the party in any advertisement or make any public announcement without the prior written approval of the other party.
13. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.
14. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination. .
15. Any dispute arising out this MOU shall be at the first instance attempted to be settled amicably between the parties. In case the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Chennai..
16. Partner agrees that, during the term of this MOU, and for a period of twelve (12) months following the expiration or termination of this MOU, it will not, except with Virtusa’s prior written approval, directly or indirectly through a third party, refer for employment, solicit, hire, or offer employment to any employee or staff member of the Virtusa engaged under this MOU.

IN WITNESS WHEREOF the parties have caused this MOU to be executed by their duly authorized representatives.

For Virtusa Consulting Services Private Limited

For **GEETHANJALI INSTITUTE OF SCIENCE & TECHNOLOGY**

Name: Vasu Pendyala

Name: **NARASAMBATTU SUDHAKAR REDDY**

Designation CFO

Designation: **Secretary & Correspondent**

Signature: 
Vasu Pendyala (Mar 1, 2024 10:37 GMT+5.5)

Signature: 
N. SUDHAKAR REDDY (Feb 29, 2024 17:48 GMT+5.5)

Date: Mar 1, 2024

Date: Feb 29, 2024

