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INDIA NON JUDICIAL

Government of Karnataka

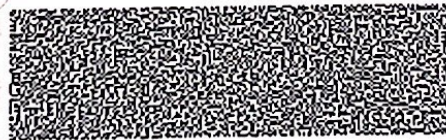
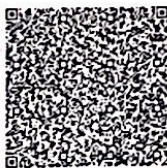
Rs. 100

e-Stamp

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 Account Reference : NONACC (FI)/ kacrsf108/ MOODUBIDRI/ KA-DK
 Unique Doc. Reference : SUBIN-KAKACRSFL0895509761757205S
 Purchased by : ALVAS EDUCATION FOUNDATION MOODBIDRI
 Description of Document : Article 12 Bond
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : TATA CONSULTENCY SERVICES LTD
 Second Party : ALVAS EDUCATION FOUNDATION MOODBIDRI
 Stamp Duty Paid By : ALVAS EDUCATION FOUNDATION MOODBIDRI
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

VJAYA CREDIT CO-OP. SOCIETY LTD.,
 Branch: Moodabidre

Authorized Signatory



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the 10th day of August 2020

Sign & Seal

Mr. V. Ramaswamy

2 sign & seal
 Mr. Vikas Alva

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

("Effective Date") 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 **Alva's Education Foundation (R)** a Trust registered under the Trust Act having its office at First Floor, Alva's Building, near Swaraj Maidhaan, Moodbidri 574227, Karnataka, India (hereafter referred to as "Other Party").

Whereas as the Other Party is running educational institutions, cultural and sports activities providing various courses and programmes in and around Moodbidri.

WHEREAS, TCS is a leading IT services, business solutions and outsourcing organization and has a strategic business unit called **ION** with an objective to serve Small & Medium Enterprises ("SME's") as well as provide a platform for large scale knowledge assessment tests across India. TCS has developed a business concept "IT-as-a-Service" aimed at delivering an integrated suite of end-to-end business solutions.

NOW THIS MOU aims to capture the understanding reached between TCS and Other Party regarding each other's roles and responsibilities.

I) UNDERSTANDING

1. TCS has given the Other Party exclusive Demonstration of TCS ION's Products and Platform in Learning space.
2. Other Party is very keen to avail and explore Products and Platform of TCS ION for the benefit of their institutions.
3. Other Party would like to get into a long term association with TCS in order to maximize the benefits

II) DEFINITIVE AGREEMENTS

TCS and Other Party may from time to time enter into project specific definitive agreements (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreements. Both parties agree that the services under the specific Definitive Agreement shall only begin upon execution of the relevant Definitive Agreement.

III) INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.

All rights, title and interests in and to the material used by TCS shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements,



enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and Other Party shall not be entitled to claim any rights therein. All rights, title and interests in data of Other Party shall always remain with Other Party. Both the party agrees that they shall have the right to list Other Party name in its marketing material and use Other Party logo with respect to such listing and for reference purposes. Other Party acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

VI) CONFIDENTIALITY

During the term of this MOU, each Party may disclose to the other 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, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

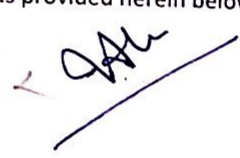
Upon the disclosing party's written request at any time, or following the completion or termination of this Agreement, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

VII) COSTS:

This MOU does not constitute any financial obligation between TCS and Other Party. Any financial agreements shall be negotiated separately in the Definitive Agreement.

VIII) TERM

This MOU shall be valid from the Effective Date and shall remain in force for 1(one) year from the Effective date, unless terminated earlier by either Party as provided herein below.



Either party may terminate this MOU by giving thirty (30) days' 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 of the other party in its possession.

All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

IX) PERIODIC REVIEW

The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a month, 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 Other Party: Dr. Peter Fernandes, Principal, AIET.

Point of contact of TCS: Mr. Subramani PC subramani.pc@tcs.com

X) RELATIONSHIP OF THE PARTIES

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.

XI) LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party 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, even if the party has been advised of the possibility of such damages.

XII) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996. 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 Mangalore. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Mangalore, for any action or proceeding regarding this MOU.

XIII) NOTICES

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



ANNEXURE – I

Relevant text from the TATA Code of Conduct

GIFTS AND DONATIONS

A TATA Company and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of its business. However, a TATA Company and its employees may accept and offer nominal gifts, which are customarily given and are of commemorative nature for special events

GOVERNMENT AGENCIES

A TATA Company and its employees shall not offer or give any company funds or property as donation to any government agencies or their representatives, directly or through intermediaries, in order to obtain any favorable performance of official duties.

THIRD PARTY REPRESENTATION

Parties which have business dealings with the TATA Group but are not members of the Group such as consultants, agents, sales representatives, distributors, Vendors, suppliers, etc. shall not be authorized to represent a TATA Company if their business conduct and ethics are known to be inconsistent with the Code.

ETHICAL CONDUCT

Every employee of a TATA Company, which shall include Whole-time Directors and the Managing Director, shall deal on behalf of the Company with professionalism, honesty, integrity as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his professional environment. Failure to adhere to the Code could attract the most severe consequences including termination of employment.

REGULATORY COMPLIANCE

Every employee of a TATA Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code then the standards of the Code shall prevail.



CONCURRENT EMPLOYMENT

An employee of a TATA Company shall not, without the prior approval of the Managing Director of the Company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide "free-lance" services to anyone. In the case of a Whole-time Director or the Managing Director such prior approval must be obtained from the Board of Directors of the company.

CONFLICT OF INTEREST

An employee of a TATA Company shall not engage in any business, relationship or activity, which might detrimentally conflict with the interest of his Company or the Group. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a TATA Company engages in a business, relationship or activity with anyone who is party to a transaction with his Company, (b) an employee is in a position to derive a personal benefit or a benefit to any of his relatives by making or influencing decisions relating to any transaction, and (c) an independent judgment of the Company's or Group's best interest cannot be exercised.

REPORTING CONCERNS

An employee of a TATA Company shall promptly report to the management any actual or possible violation of the Code or an event he becomes aware of that could affect the business or reputation of his or any other TATA company.

Handwritten signature/initials

To TCS:

Attention: Venguswamy Ramaswamy
Tata Consultancy Services Limited,

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

To Other Party:

Attention: Mr. Vivek Alva, Managing Trustee, Alva's Education Foundation.
vivek_alva@alvas.org
9945630301

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 letter, email, fax or telegram.

XIV) NON SOLICITATION

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

XV) TATA CODE

The business activities of TCS are self regulated by the "Tata Code of Conduct". Other Party 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. The relevant text of the Code is attached to this MoU in Annexure I.

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 LIMITED

ALVA'S EDUCATION FOUNDATION®

By: Venguswamy Ramaswamy
Title : Global Head – TCS iON
Date:


By: Mr. Vivek Alva
Title: Managing Trustee
Date:


PRINCIPAL
Alva's Institute of Engg. & Technology,
Major, MOODBIDRI - 574 225, D.K