

**Number of functional MoUs /linkage with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years (10)**

**3.7.1.1: Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years**

<b>Year of signing MoU</b>	<b>Name of the organization with whom MOU/Collaboration being signed</b>	<b>Duration</b>	<b>Purpose of MOU/Collaboration</b>	<b>List the actual activities under each MOU year-wise</b>
18.03.2021	TATA ADVANCED SYSTEMS LTD (TASL)., Hyderabad	02 Years	To Design and conduct counselling programmes to enable the identified students of the University to meet their such employees learning and development needs and to up skill them in order to meet their job requirement and roles in organization.	Addressing Government of India's initiatives to spur indigenous development and manufacturing of critical aerospace and defence solutions.
18. 02. 2022	TATA Consultancy Services (TCS), Mumbai	Ongoing	TCS programmes with University of Kashmir to launch education, skilling and entrepreneurship programmes	Research in software engineering, process engineering, bioinformatics, and systems research.
20.04.2023	TATA STRIVE Google Scholarship Programme, Mumbai	6 months	To help students to enhance their employability through various courses hosted on the Coursera platform.	The scholarship program helps people access professional training designed by Google for new career opportunities. In addition, Tata STRIVE provides employability skills training that is essential to get and sustain jobs. Learners without any prior experience are readied for a career in a high-growth sector as well as connect with top employers.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ ("Effective Date") hereinafter referred as the "MoU").

### BY AND BETWEEN

**Tata Advanced Systems Limited**, a company incorporated under the provisions of the Companies Act, [1956], and having its registered office at Hardware Park, Plot No: 32, Sy No.1/1, Hardware Park, Imarat Kancha, Hyderabad, Telangana, India, (hereinafter referred to as "Company" which expression shall, unless repugnant to the context thereof, include, its subsidiaries, joint ventures, successors and permitted assigns)

### AND

**Central Reserve Police Force**, a having its office at Directorate General Central Reserve Police Force, Srinagar Sector , Brein Nishat , Dal Lake, Jammu & Kashmir , INDIA (hereinafter referred as "CRPF" which expression, shall, unless repugnant to the context thereof, include its successors and assigns)

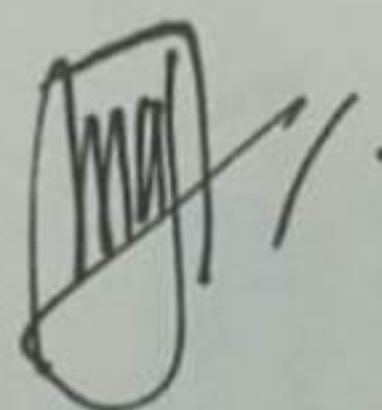
### AND

**University of Kashmir**, a university having its registered address at Hazaratbal, Srinagar, Union Territory of Jammu and Kashmir, 190006 (hereinafter referred as "University" which expression, shall, unless repugnant to the context thereof, include its successors and assigns)

University, CRPF and Ccompany shall be individually referred as a "Party" and together as the "Parties".

### WHEREAS:

- A. The company is engaged, *inter-alia*, in the business in the field of aerospace and defence components manufacturing and its manufacturing units at various locations
- B. The mission of the Central Reserve Police Force is to enable the government to maintain Rule of Law, Public Order and Internal Security effectively and efficiently to preserve National Integrity & Promote Social Harmony and Development by upholding supremacy of the Constitution through Community outreach programs. This is one of the methodologies which CRPF has been using in the J&K theatre to encourage youngsters to choose a career & come



into the mainstream. This helps improve public relations which have an indirect bearing on the core job of CRPF. Through Civic Action Programs, public interface gets increased.

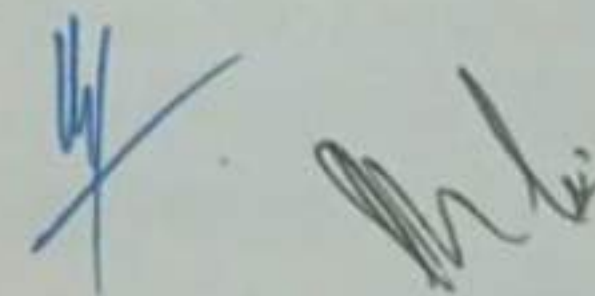
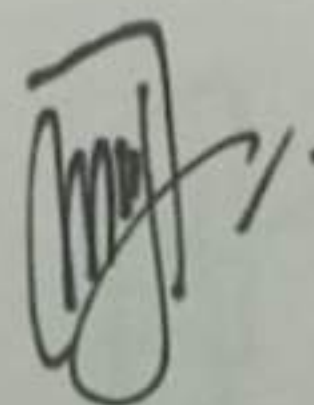
- C. The University of Kashmir is committed to provide an intellectually stimulating environment for productive learning to enhance the educational, economic, scientific, business and cultural environment of the region. It has been constantly introducing innovative/ new programmes to cater to the needs and demands of the students and the society.
- D. The Company and CRPF intend to conduct counseling sessions as part of CSR & CAP's, for the University students, to ensure their continuous learning and development and in strengthening Existing Career Counselling Cell.
- E. Accordingly, the University has requested the Company and CRPF have agreed to conduct Counseling programmers as detailed in the Statement of Work (SOW's) (hereinafter referred to as "**Counseling Programs**") for its students under the terms and conditions herein recorded.
- F. For any other specific projects in future with any financial implications for CRPF, the terms & conditions will be finalised at the time of execution, as per Govt rules & procedures.

**NOW THEREFORE,** it is agreed between the Parties as follows:

1. **SERVICES**

The Company shall in collaboration with the CRPF design and conduct Counseling Programs to enable the identified students of the University to meet their learning and development needs and to up skill them in order to meet their job requirements and roles in any organization and shall award specific titles to such employees who have successfully completed the Counseling Programs, as the CRPF is spread throughout the Country & has the capability to liaison further for the future of the youngsters.

- 1. Support in strengthen the Existing Career Counseling Cell of University of Kashmir
- 2. Create awareness of emerging perspective of careers by conducting Industry Academia interface meetings
- 3. Support Group counseling sessions for students to support in selection of employable domain options



2. **Financial**

All financials in enabling services as specified in Clause 1 will be taken care by TASL and CRPF will have no financial obligations or commitment, however it will provide its assistance through its personnel, as it has been doing through various CAP's. The financial contribution by the Company shall be limited to the approved budget for the activities to be performed under the SoW which shall be decided at the Company's sole discretion.

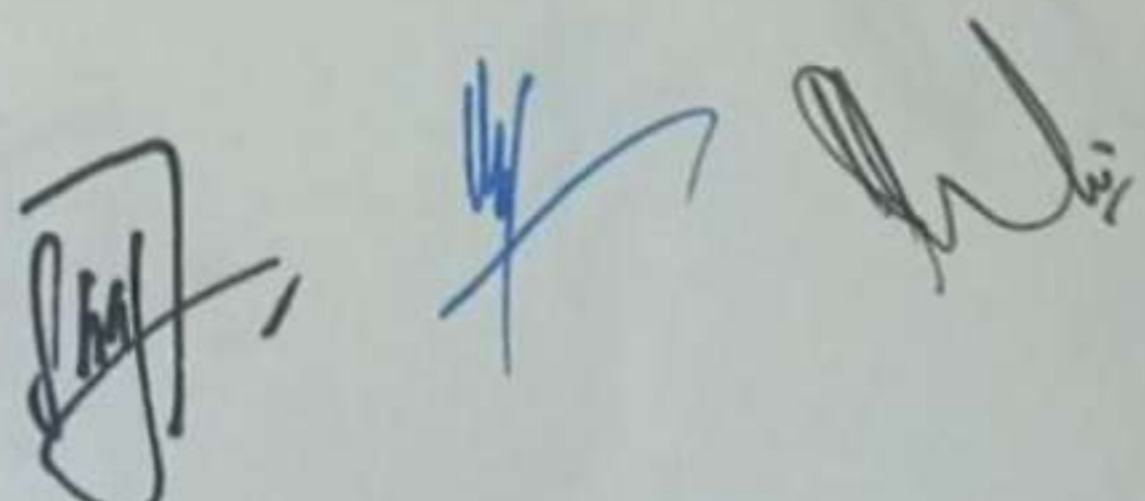
3. **OBLIGATIONS OF EACH PARTIES**

1. Obligations of the Company and the CRPF

- (i) They shall provide all information and support as may be required to develop the framework and content of the Counseling Programmed within the agreed timelines.
- (ii) The Company shall provide qualified, experienced faculty for conducting the lectures. CRPF will provide assistance of its personnel, wherever feasible subject to capability & availability. On University's written request, they shall share the qualifications, experience, background and credentials of its faculty conducting the lectures with the University for the sole purpose of University to satisfy itself as to credentials of the faculty. All such information of the qualifications, experience, background and credentials of the Instructor shall be deemed to be confidential information in respect of which the confidential obligations of the University as stated in this Agreement shall apply.
- (iii) The primary benefit is to provide an opportunity for intellectual growth of CRPF officers at cutting edge level by understanding social and cultural milieu through interactions and help them to understand rich and diverse community, which in turn would benefit in the performance of their duties in J&K & hone their skills.
- (iv) The Parties shall design the curriculum for each Programme within the agreed timelines to suit the learning and development needs of each student of the University participating in the Counselling Programme and as discussed and identified by the Company.
- (v) They shall provide reasonable access during normal working hours to the University faculty in relation to rendering of the Counseling Programme.

2. Obligations of the University

- (i) The University shall select the participants for each batch of the Counseling Programme and provide the details of each participants within [20 (Twenty)] days of signing of the SOW with respect to such batch of the Counseling Programme.



- (ii) The University shall identify and keep the other Parties informed regarding course coordinators who would be responsible for coordinating with the Counsellors in conducting the Counselling Programmes and framing and developing the contents of the Counselling Programmes.
- (iii) The University shall encourage & motivate its students to attend all conducted sessions regularly and take all prescribed evaluation components/ assessments as per the schedule of the Counselling Programme.
- (iv) The University shall identify its coordinators who will be responsible for all operational aspects of conducting the Counseling Programme and provide details of such coordinators to the Company.

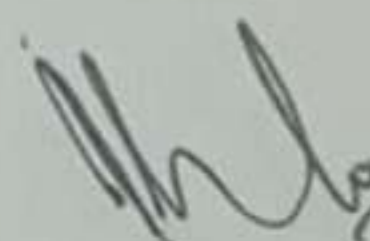
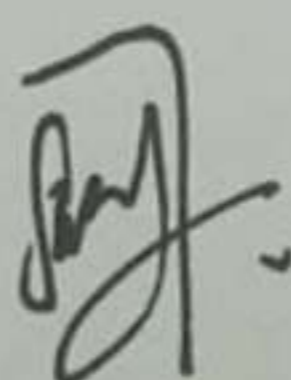
#### 4. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other that:

- (i) This Agreement shall be executed by a duly authorized representative of the Party.
- (ii) The Party (and any person acting on its behalf) shall comply with all applicable laws while performing under this Agreement.
- (iii) The execution, delivery, performance of its obligations under this Agreement (i) will not result in or give rise to any violation, breach of the charter documents of the Party and/or any instrument or agreement to which the Party is a part of; and/or (ii) does not and will not infringe any intellectual property right, of any third party.

#### 5. CONFIDENTIALITY

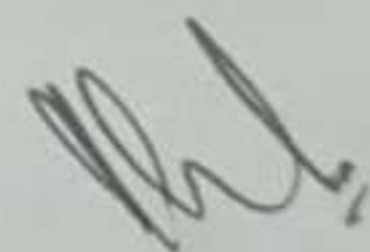
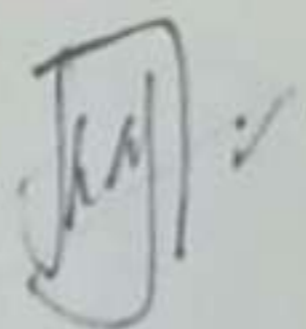
1. Each Party (hereinafter referred to as "**Receiving Party**") may receive certain Confidential Information (as defined below) of other Party (hereinafter referred to as "**Disclosing Party**") in the course of performance of its obligations under this Agreement. The Receiving Party agrees to keep confidential at all times the Confidential Information of the Disclosing Party and shall disclose such information to its representatives only who are required to have such information in order to carry out the purpose of this Agreement strictly on a 'Need to Know' basis.
2. The term Confidential Information means any or all information or materials disclosed by or on behalf of the Disclosing Party which is received, learned, or observed by the Receiving Party, whether disclosed orally (only if the same is written down within 10 days of disclosure) disclosed or accessed in written, electronic, or other form or media and which is marked, designated or otherwise identified as confidential is "Confidential Information".



3. The Receiving Party will exercise the same degree of care in relation to Confidential Information of the Disclosing Party which it adopts to prevent the disclosure of its own Confidential Information, but in any event, with no less than a reasonable standard of care
4. The obligations of the Receiving Party under this Clause will not apply to any information which:
  - (i) At the time of disclosure, is already lawfully in the possession of, or already known to the Receiving Party or its representatives, without any obligation of confidentiality and through no wrongful act of the Receiving Party or its representatives;
  - (ii) At the time of disclosure, is in the public domain or which subsequently enters the public domain through no fault of the Receiving Party or its representatives;
  - (iii) is publicly available or becomes publicly available without a breach of this Agreement by the Receiving Party or its representatives;
  - (iv) is lawfully furnished or disclosed to the Receiving Party or its representatives by a third party without any obligation of confidentiality and through no wrongful act of the Receiving Party or its Representatives; or
  - (v) Is independently developed by the Receiving Party or its representatives without reference to or use of any Confidential Information.
5. The Parties acknowledges that any violation of this section will cause irreparable harm and injury to the Disclosing Party and the Disclosing Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the Receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

1. Title to all property (including any Confidential Information) owned by any Party and furnished to other Party in relation to its rendition of the Services hereunder shall remain with the disclosing party. Each party shall exercise the same degree of care in relation to the property of the other Party which it adopts to prevent the disclosure of its own property, but in any event, with no less than a reasonable standard of care, and upon the written request of the disclosing Party shall deliver or return it to other Party or otherwise dispose it as directed by the disclosing Party. The receiving Party shall be responsible for any loss of or damage to property owned by disclosing Party and in its possession or control caused due to negligence and/or willful misconduct by receiving Party.



2. Nothing in this Agreement grants any authority for one Party to use the name, logo, emblem, trademarks, service marks or trade names of the other party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof for any purpose whatsoever, without prior approval from other Party..

7. **PUBLICITY**

Parties agrees that no formal publicity, press release or other statements in connection with work performed under this Agreement intended for use in the public media, having or containing any reference to Parties shall be made without approval of either Party.

8. **INDEMNIFICATION**

The parties hereby agree and acknowledge that the proposed project is a non-profit initiative in which the Company is participating voluntarily towards fulfilment of the objectives of this MoU. Obligations of the Company, especially those involving financial implications are non-binding and non-obligatory, wherein no claim shall be raised by the other parties against the Company for non-fulfilment of any obligation.

The Other parties ("**Indemnifying Party**") shall, indemnify, and hold harmless the Company its officers, employees, guest faculty, successors and assigns ("**Indemnified Parties**") from and against any claims, demands, lawsuits, liabilities, loss, costs or expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("**Claim(s)**") arising from or

- a) Claims by any third Party that Indemnifying Party's patent, trademark, copyright, trade secret or other intellectual property or proprietary rights infringe the intellectual property rights of such third Party;
- b) death, personal injury, or property damage, including theft, resulting in whole or in part from acts or omissions of Indemnifying Party, its employees, officers, agent, contractors which is solely attributable to its or their negligence of default; and
- c) Any actual breach of any of Indemnifying Party's representations and warranties and covenants as stated in this Agreement.

The Indemnified Party will promptly notify the Indemnifying Party of any Claim and will cooperate with in evaluating the Claim. Promptly after receipt of such notice, the Indemnifying Party shall assume the defence of such Claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnifying Party shall not settle or compromise any such Claim or consent to the entry of any judgment without prior written

consent of each Indemnified Party or an unconditional release of all claims by each claimant or plaintiff in favour of each Indemnified Party.

9. **LIMITATION OF LIABILITY**


Notwithstanding anything contained in this Agreement or in this clause, the Company shall not be liable in any manner for non-fulfilment of any of its obligations under this Agreement, in view of its participation being entirely voluntary in this non-profit initiative. Nothing in this Agreement shall be interpreted in a contrary manner to the above.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY , ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

The above limitations are not applicable to any claims arising out of breach of confidentiality or breach of intellectual property rights, gross negligence, wilful misconduct, or breach of any of the terms and conditions of this Agreement, or for any claims for death or personal injury, and shall not constitute any restriction on any insurance coverage which may otherwise be carried by either Party and which may provide recourse for such damages. The total liability under this Agreement shall not exceed the total value of payables under this contract for the duration of preceding 12 months. In the event of a claim arising prior to expiry of the 12 months, the average shall be considered to arrive at the value of payables for 12 months, except for breach of Confidentiality, breach of IPR and breach of applicable law.

10. **TERM & TERMINATION**

1. The term of this Agreement will come into force on the Effective Date and shall continue in full force and effect for a period of one year at a time, which can be extended as per mutual consent, unless terminated earlier in accordance with the provision of this Agreement. This Agreement can only be renewed with the written consent of both all the three Parties.
2. This Agreement may be terminated by either Party, by giving 45 (forty five) working days prior written notice to the other Party, provided there is no existing Counseling Programme under which the Parties are providing the Services to the University at the time of termination of this Agreement. The termination notice to specify the reason for terminating this Agreement.





3. Notwithstanding anything contrary to herein, the each of the Parties shall terminate the Agreement forthwith, without any notice, written or oral, if the other Party:
- (i) Has been convicted for any criminal offence, or
  - (ii) Defames the image of the other Party, or
  - (iii) Assigns its obligations, liability or interest under this Agreement to any other person without the prior written consent of the other Party, or
4. Upon the expiry or earlier termination of this Agreement, Each Party shall return all confidential information belonging to the other Party including any material and contact list, all information whether in print or electronic form, and all films, tapes, documents, reports, evaluations, plans, specifications, drawings, programs, worksheets. Each Party shall immediately cease utilizing the name, logo, emblem, trademarks, service marks or trade names of the other Party for any purposes for which approval was previously obtained under Clause 7.
5. The provisions by implication, including but not limited to Confidentiality, Indemnity, Intellectual Property Rights, Notices, Governing Law and Dispute Resolution, Survival shall survive the termination of this Agreement.

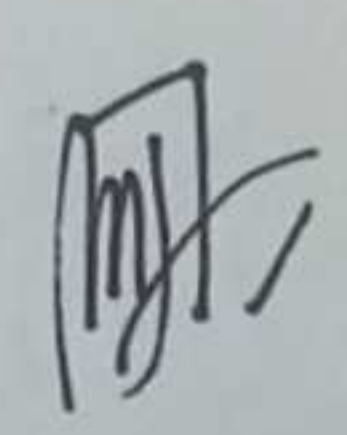
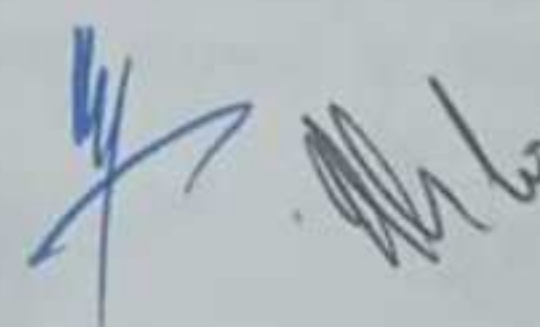
#### 11. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between Company, CRPF and the University. The Parties will perform its services under this Agreement as an independent contractor in accordance with its own methods and practices. The University is not authorised to make any representation, contract, or commitment on behalf of Company or CRPF without their explicit prior written consent. This agreement is entered into by all the parties on a principal to principal basis.

#### 12. SEVERABILITY

Should any part of this Agreement be declared illegal or unenforceable, the Parties will cooperate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other terms or provision unless the terms and provisions declared (by any of the Parties) shall be one expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable for the remainder of this Agreement.

#### 13. WAIVER



The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy of any other rights or remedies and no single or partial exercise of any right of remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

#### 14. NOTICES

1. Any notice or other communication required or permitted to be given between the Parties shall be in writing and duly addressed as follows (or to such other address as may have been notified in writing):

If to the COMPANY:

Kind Attention: Tata Advanced Systems Limited

Address: Hardware Park, Plot No: 32, Sy No.1/1, Hardware Park, Imarat Kancha, Hyderabad, Telangana, India, 501218.

If to CRPF:

Kind Attention: Central Reserve Police Force,

Address: Srinagar Sector, Brein Nishat , Dal Lake , Srinagar , Jammu & Kashmir , India

If to the University of Kashmir:

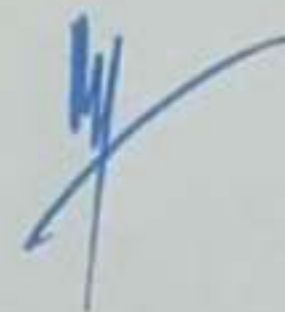
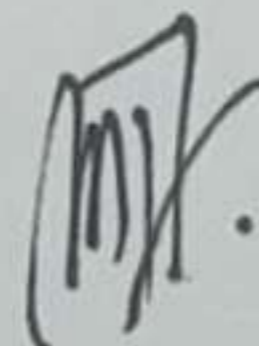
Kind Attention: University of Kashmir

Address: Hazaratbal, Srinagar, Union Territory of Jammu and Kashmir, India 190006.

2. be signed by an authorized representative of the sender be in the English language; and be deemed duly given when received by recipient in complete and legible form at the address as stated / provided above
3. be sent in person or by mail, telex, facsimile transmission, telegram or cable. Unless such delivery or receipt is before 4 p.m. (local time) on a day on which business is generally carried on at the place to which such notice or other communication is sent, notice shall be deemed to have been duly given or made at the commencement of next working day.

#### 15. ENTIRE AGREEMENT

The Parties confirm and acknowledge that this Agreement along constitutes the entire Agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement. All amendments and additions to this Agreement shall be in writing and will be mutually agreed to by both Parties. In case of any difference between any other agreement and/or other communication and this Agreement, the terms agreed in this Agreement shall prevail over any other agreement.

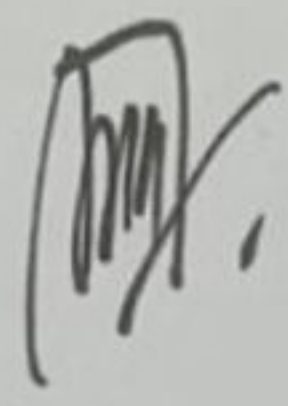
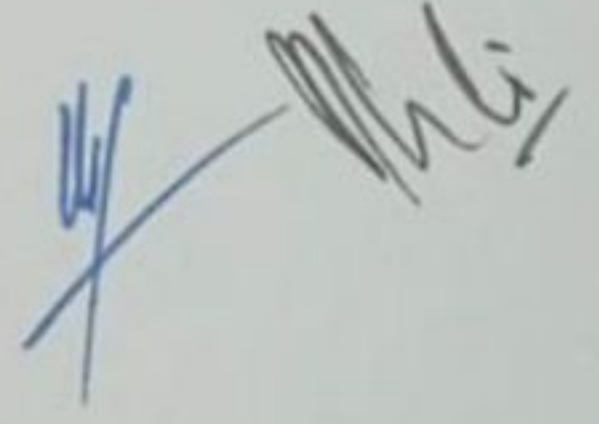


16. **GOVERNING LAW AND ARBITRATION**

1. This Agreement shall be governed by the laws of India.
2. Any disputes or difference or question arising out of or in connection with or incidental to this Agreement shall be first attempted to be settled by mutual discussions, failing which, the Parties shall refer the same to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Hyderabad, India: The arbitral tribunal shall comprise of sole arbitrator to be appointed by the respective Parties or mutual Agreement. The decision of the arbitral tribunal shall be final and binding upon the Parties.
3. Nothing aforesaid will preclude either Party from obtaining any urgent injunctive or prohibitory orders from a Court of law.
4. For the purposes of this Agreement, including in respect of any matters regarding arbitration, the relevant court of law in Mumbai will have exclusive jurisdiction.

17. **COUNTERPARTS**

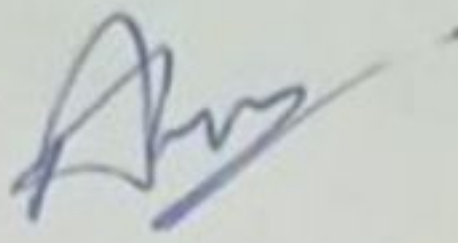
This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

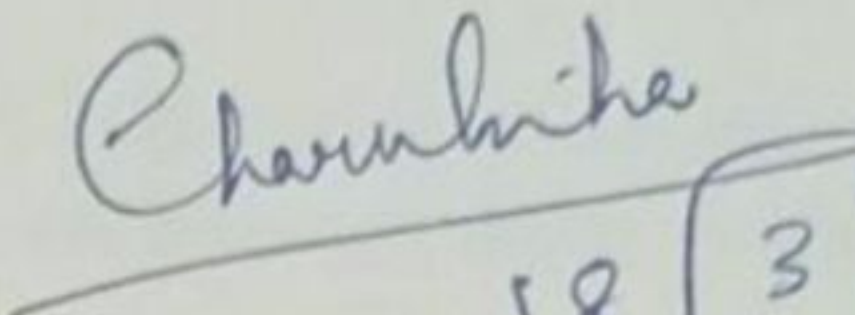


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate, at Pune, the day and year first above written.

For and on behalf of Tata Advanced Systems Limited

For and on behalf of CRPF

  
Name: ARJUN MYNE  
Place: SRINAGAR  
Date: 18/3/2021

  
Name: Charulika  
Place:   
Date: 18/3/21

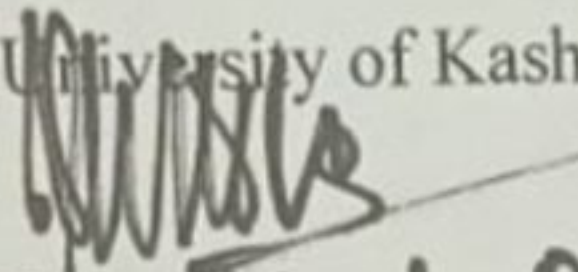
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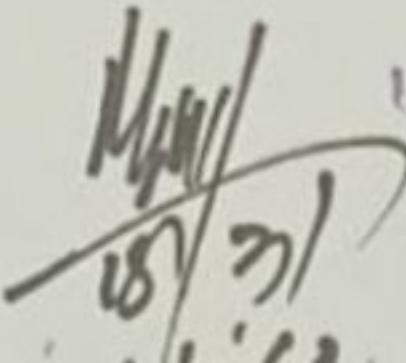
Name:  
Place:  
Date:

For and on behalf of University of Kashmir

  
Name: Prof. Shahid A. Bhat  
Place: University of Kashmir  
Date: 18-3-2021  
Dean Academic Affairs  
University of Kashmir  
Hazratbal, Srinagar.

Witness:

Name:  
Place:  
Date:

  
Name: Dr. Nisar A. Mir  
Place: Registrar Univ.  
Date: 18/3/21  
Registrar  
University of Kashmir  
Hazratbal, Srinagar.

## SCHEDULE 1: STATEMENT OF WORK (SOW)

### SCOPE OF WORK

TASL shall in collaboration with the CRPF design and conduct Counseling Programmes to enable the identified students of the University to meet their learning and development needs and to upskill them in order to meet their job requirements and roles in any organization and shall award specific titles to such employees who have successfully completed the Counseling Programmes, as the CRPF is spread throughout the Country & has the capability to liaison further for the future of the youngsters.

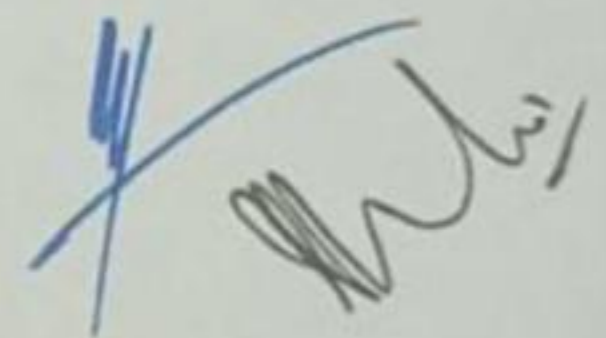
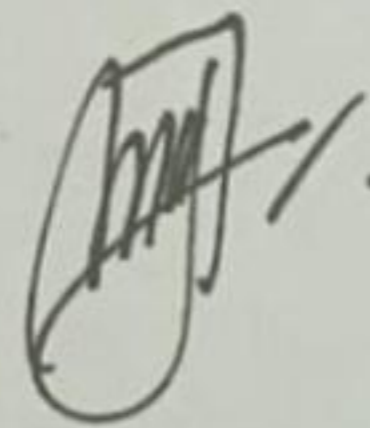
1. Support in strengthen the Existing Career Counseling Cell of University of Kashmir
2. Create awareness of emerging perspective of careers by conducting Industry Academia interface meetings
3. Support Group counseling sessions for students to support in selection of employable domain options

### TERM

Counseling Programmes are to be provided during the term of 1 year from the effective date as defined in the Memorandum of Understanding.

### BUDGET

The financial contribution by Tata Advanced Systems Limited (TASL) shall be limited to the approved budget for the activities to be performed under this SOW which shall be decided at TASL's sole discretion.



# TATA COMMUNITY INITIATIVES TRUST

Registered Office :

C/o. Tata Services Limited, Jeevan Bharti, Tower 1, 10th Floor, 124 Connaught Circus,  
New Delhi 110 001. Tel +91 11 2332 7072

(Registration No. 997 of 23SEP2014 at New Delhi; PAN AACTT4708J)

Date – 20<sup>th</sup> April 2023

To,  
The Director  
Prof. Mohammad Ishaq Geer  
CCPC, University of Kashmir  
Srinagar, J&K

**Subject: Letter of Intent for Tata STRIVE Google Scholarship program**

Dear sir,

As per our discussion - dated 19<sup>th</sup> April 2023 we are glad to share you the letter of intent for Tata STRIVE Google Scholarship program. The duration of the program would be till 31<sup>st</sup> December, 2023.

Tata STRIVE is the skill development initiative of Tata Trusts, which addresses the pressing need of skilling India's youth for Employment, Entrepreneurship and Community Enterprise.

We have collaborated with Google for the scholarship program, which will help students to enhance their employability through various courses hosted on the Coursera platform.

Following technical courses will be offered to the eligible Pre Final & Final year students (learners shall each get to choose only one out of the five courses):

- 1) Google Data Analytics Professional
- 2) Google UX Design Professional
- 3) Google IT Support Professional
- 4) Google IT Automation with Python Professional Certificate
- 5) Google Digital Marketing & E- Commerce Certificate

Along with these courses, we will also offer Tata STRIVE's signature Youth Development Programme (YDM) of up to 21 hours, which will be useful to develop life skills in our students. There would be no financial implication on the part of either University/College or students joining this programme. As part of knowledge enrichment Tata STRIVE will be organizing SME (subject matter expert) sessions by Technical experts to support students in their journey while completing this course.

CCPC, University of Kashmir Srinagar, J&K cannot use Tata STRIVE's Name, logo, or any of its communication materials for its promotions. If the same found without any approval partnership will be terminated.

Tata STRIVE will also provide placement assistance to students, who will complete this programme within defined timeframe.

In order to ensure program success, we would require below mentioned support from your organization:

- Provide single point of contact (SPOC) to support this initiative across various colleges
- List of affiliated colleges and course details in under graduate and postgraduate streams.
- Circulate information to pre final and final year student about the programme



RAV

- Provide data of interested/eligible pre final and final year students data and provide support in student orientation and enrollment
- Provide access to computer lab for the students as required
- Encourage students to complete the course within specified time lines
- Track the progress of the program and share valuable suggestions for the program success
- Coordinate with Tata STRIVE team for conducting SME sessions
- Coordination for placement drives
- Provide data of placed students who has completed these certifications

We are confident that this programme will improve the employability of students and help them secure job opportunities of their choice. We look forward working with your esteemed institution and support the endeavors to ensure bright future of our students.

Thanking you,

Yours Truly,



**Mr. Ameya Vanjari**

Head – Operations, Partnerships & Technology  
For Tata Community Initiatives Trust



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**Acknowledged by:**

**Place:**

**Date:**



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Jammu and Kashmir**

**e-Stamp**

Certificate No. : IN-JK45238462928841U  
Certificate Issued Date : 09-Feb-2022 09:29 AM  
Account Reference : NEWIMPACC (SV)/ jk12579404/ SRINAGAR/ JK-SN  
Unique Doc. Reference : SUBIN-JKJK1257940486912321039347U  
Purchased by : University of Kashmir Hazratbal Srinagar  
Description of Document : Article 5 Agreement or Memorandum of an Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : University of Kashmir Hazratbal Srinagar  
Second Party : Tata Consultancy Services Limited Mumbai  
Stamp Duty Paid By : University of Kashmir Hazratbal Srinagar  
Stamp Duty Amount(Rs.) : 600  
(Six Hundred only)



Zahoor Ahmad Sheikh  
STAMP VENDOR  
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**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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## MASTER AGREEMENT

**THIS AGREEMENT is made at Mumbai/Srinagar, J&K on this 18<sup>th</sup> day of February, 2022**

### **By and between**

**University of Kashmir, Srinagar**, established under Kashmir and Jammu Universities Act, 1969 and having its Main Campus and Head office at Hazratbal, Srinagar, J&K, India, hereinafter referred to as '**UOK**', (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) on the **First Part**, duly represented by its authorised representative and signatory, **Prof. Farooq A. Masoodi, Dean, Academic Affairs of the University of Kashmir.**

### **AND**

**TATA CONSULTANCY SERVICES LIMITED**, a company incorporated under the Companies Act, 1956 and having its Corporate office at TCS House, Raveline Street, 21 D S Marg, Fort, Mumbai 400001, hereinafter referred to as '**TCS**', (which expression shall, unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) on the **Second Part** duly represented by its authorised representative and signatory, **<Balaji Ganapathy, Global Head, CSR, TCS>**

(Both the parties mentioned above are hereinafter collectively referred to as "Parties" and individually as a "Party")

**Whereas** UOK envisages to bridge the skill gap of its youth through partnerships with corporate under their CSR initiatives.

**Whereas** TCS is engaged in the business of Software Development and providing Consultancy services to its Clients worldwide.

**Whereas** it is envisaged that the primary objective of this Agreement is to carry out TCS CSR programs for colleges, distant learning and for upper primary to higher secondary schools. These programs will help the students develop the 21 century skills that they should possess to be successful in the digital economy.

While initial offerings of TCS CSR programs include:

- a) Youth Employment Program
- b) go IT & Ignite My Future program
- c) Adult Literacy Program
- d) Bridge IT Program – Pilot Model specially curated on Tourism (Refer Appendix 1)

TCS intends to bring other CSR programs that focuses on Employability, Entrepreneurship, Education, and skill building.



**Now therefore, the Parties hereby agree as follows:**

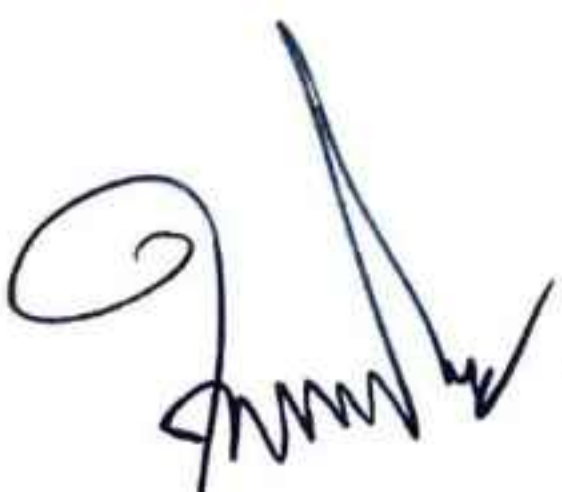
### **Article 1 - Objectives**

By the present Agreement the parties determine the conditions and modalities according to which:

UOK and TCS agree, through joint and concerted cooperation, to carry out common projects in the region of Kashmir

### **Article 2 - The Project**

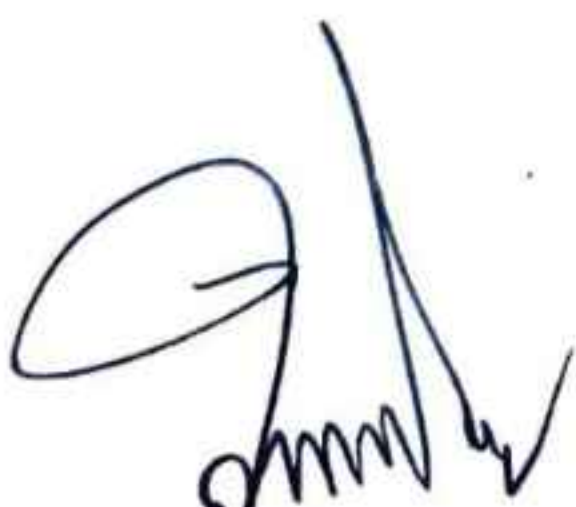
- 2.1. Youth Employment Program aims at improving employability skills of undergraduates, thus enhancing the employability of these students by imparting English communication skills, corporate etiquette practices, analytical thinking and problem-solving techniques, basic computer skills, technical skills, confidence levels and the like.
- 2.2. goIT is a TCS CSR Program that increases interest in STEM and Computer Science through design thinking, mobile app development, and mentorship from TCS employees. goIT offers a free and flexible program for schools, Government institutions, non-profits, and other youth-serving institutions to help students engage actively using a student-driven exploration of community-centered issues. Students work in teams to identify a problem, create possible solutions, wireframe their prototypes, develop & test their mobile apps, and present their work to peers and judges. TCS shall provide training to the school students and/or teachers and goIT participants are introduced to design thinking as a problem-solving framework, acquire critical thinking experience while troubleshooting designs, improve their ability to work in teams, and refine their communication skills through public presentations.
- 2.3. TCS Ignite My Future Program is pioneering, transdisciplinary Educator training and resource program which aims to transform the way students learn. The program ignites the spark of curiosity and problem solving through Computational Thinking, a 21st century foundational skill for successful career in every sector. The program aims at building a good understanding of "Computational Thinking" amongst teachers and the student community. It also empowers them to integrate computational thinking strategies into classroom curricula of core subjects like computers, mathematics, science etc. TCS shall provide training to the teachers and undergraduate students and prepare them for digital age where they can apply Computational Thinking concepts to the trans-disciplinary real-world problems.
- 2.4. TCS Adult Literacy Program (ALP) to augment the Government of India's efforts to address the momentous challenge of educating adults'. TCS shall provide a training to identified trainers for a literacy solution to accelerate adult literacy. The solution supports non-literate adult learners to easily achieve literacy in their native language.



- 2.5. Entrepreneurship program of TCS is to support committed and passionate youth towards their entrepreneurship journey through skill development, market mobilisation and mentorship to achieve their goals, leveraging digital technologies and platforms. Given the potential of J&K in the Tourism & Hospitality sector, in agreement with UoK stakeholders, TCS proposes to execute a pilot program on *Entrepreneurship in Tourism*, in partnership with UoK and other relevant partners. A high-level plan and considerations for this pilot program is given in the Appendix 1

### **Article 3 – Responsibilities of UOK and TCS**

- 3.1 TCS and UOK agree to be bound by the terms of the present Agreement as per Article 2.
- 3.2 The specific responsibilities of UOK are as under:
- I. UOK shall in good faith provide all requisite support and assistance to TCS in order to achieve objectives contemplated under this Agreement in the letter and spirit.
  - II. Mobilize candidates for the training.
  - III. Identify program beneficiaries for training through its various colleges, schools, and other affiliates therein and share the details of such identified candidates with TCS in the required formats.
  - IV. Intimate selected candidates the nature and kind of training to be imparted by TCS and procure their acceptance.
  - V. Provide logistic support in the form of training rooms with white board or black board and chairs in case of physical training.
  - VI. A person shall be designated as Single Point of Contact (SPOC) from and on behalf of UOK for coordinating with TCS on day-to-day affairs of the said programs under this Agreement
- 3.3 The activities section above also delineates the obligations of each Party. The obligation of each party is circumscribed by the above sections and any other obligation (extra training, extra despatch of software media, new co-branding initiatives) will be mutually discussed and agreed by either party. The Parties anticipate no financial funding.
- 3.4 The specific responsibility of TCS are as under:
- I. The training design, content, material, or any other matters relating thereto shall be as determined by TCS in its sole discretion.
  - II. TCS will impart online training to those students/teachers who have a digital utility device (smart phone, Desktop/ laptop with camera) and basic internet connection for attending online training sessions



- III. TCS shall not be obligated to perform or provide any services or training under this Agreement as a matter of legal obligation. It shall be an absolute discretion of TCS to cease, alter, modify, or amend the training provided to Students and/or students without prior notice to the UOK
  - IV. TCS shall identify trainers who will provide training under this Agreement. TCS shall be allowed to bring its materials and equipment on the premises or location of training, such materials equipment shall include but not be limited to charts, maps, data, power point presentations, audio - video aids, manuals, records etc.
  - V. TCS does not guarantee employment of any trained students either with TCS or with any other company. Any matter pertaining to conducting interviews and recruitment process shall be at the sole discretion of TCS. UOK shall not be entitled to claim any fees or charges on account of TCS hiring or employing any Students.
  - VI. A Single Point of Contact (SPOC) shall be notified to the UOK from and on behalf of TCS for coordinating on day-to-day affairs of program under this Agreement.
- 3.5 The activities section above also delineates the responsibilities of each party. The responsibility of each of the parties is circumscribed by the above section and any other responsibility (new co-branding initiatives) will be mutually discussed and agreed by either parties.

#### **Article 4 – Project Support**

- 4.1 Pursuant to the present Agreement between UOK and TCS may also call upon subject experts or consultants for their expertise, opinion and guidance to rectify adjust or amend either the operational activities or their methodology in consultation and understanding with UOK towards successful fulfilment of the project objectives as envisaged and agreed to by the Parties.
- 4.2 The parties will consult each other to ensure that the recommendations are implemented effectively.

#### **Article 5 – Intellectual Property Rights**

- 5.1 All and any proprietary or pre-existing rights of TCS in any TCS tools, processes, utilities, methodologies, patents, trademarks, copyright, or other proprietary products belonging to and used by TCS in the provision of training including any modifications, enhancements or customizations made thereto whether or not in the course of provision of TCS ("TCS IP") shall be the sole and exclusive property of TCS.

#### **Article 6 – Media activities**

- 6.1 The projects, their conception, their implementation, their development, their impact and their outcome will necessitate informational and promotional activities at the initiative of and on the part of the Parties hereto.



- 6.2 Each party is authorized to use the name, the logo and any element of the other's identity, through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, of public relations operations, of interviews, of relations with the media (press files, articles, releases etc.) throughout the world subject to the condition that such use, which must adhere to the brand and corporate image of the concerned party, must receive the prior and written consent of the other party.
- 6.3 The media and information supports (films, photographic pictures, etc.), as well as all the rights related to them, will belong exclusively to the Party which finances the same. The same can only be used by the other Party after the latter obtains the prior written consent of the proprietary party.

## **Article 7 – General Conditions**

### **7.1 Use of the Name, Emblem or Official Seal**

Unless authorized in writing, either party shall not use the name, acronym or official logo of the other party, Official Seal of either party or any abbreviation of the name of either party, for any purpose whatsoever.

UOK agrees and undertakes not to adopt, use or apply the name or logo of "TCS" or "TCS" in any form, format or manner, directly or indirectly, on its (UOK's) stationery, letterhead, printed materials, sign boards or bill boards, advertisements, documents exchanged with its banks, other donors or any other third party, with an intent to show or display an association or connection between the UOK and the TCS without the prior written permission of the latter. Any non-compliance or breach of this condition will be treated as an act of "misuse of grant" by or on the part of the UOK consequently disqualifying it for the receipt of financial grant under this Agreement and TCS in its absolute discretion will be at liberty to terminate this Agreement forthwith without any further notice and responsibility or liability.

### **7.2 Status of the Partner**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing in this Agreement shall be construed as establishing a partnership, joint venture, agency, exclusive arrangement or other similar relationship. Neither party nor anyone whom either party may employ shall be considered as an agent of either party or a member of the staff of either party and, except as otherwise provided herein, shall not be entitled to any Privileges, immunities, compensation or reimbursements, nor shall be authorized to commit either party to any expenditure or other responsibility s.

### **7.3 Conformity with Laws**

Both Parties agree to this Agreement shall be governed by the laws of India and guarantee that they will not permit any official of theirs to receive a direct or indirect profit from this Agreement in contravention of Indian laws.



#### 7.4 **Privileges and Immunities of the Parties**

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of both Parties. Either Party shall hold harmless, defend and indemnify the other Party against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Agreement and which arise out of acts or omissions of such Party.

#### 7.5 **Assignment**

Neither Party shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights or responsibilities under the present Agreement except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid and shall be deemed as a material breach of this Agreement.

#### 7.6 **Settlements of Disputes**

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. In the event the Parties fail to amicably settle and compromise any differences/disputes within 30 days of raising such differences, then both the Parties agree that such disputes or differences arising between the Parties hereof, shall be referred to and finally settled by arbitration under Arbitration and Conciliation Act 1996 and the amendments made therein and such arbitration shall be conducted in accordance with the rules of arbitration of Delhi International Arbitration Centre ("DIAC") which rules, as modified from time to time, are deemed to be incorporated by reference into this clause (the "arbitration rules"), by an arbitration panel comprising of a sole arbitrator.

The arbitration panel as referred to above shall be appointed by the DIAC. The arbitration panel shall deliver the award in the arbitration proceedings within three (3) months from reference of any dispute to arbitration. The place of arbitration shall be Delhi, India.

The Parties agree that the award passed by the arbitration panel shall be final and binding upon the Parties, and that the Parties shall not be entitled to commence or maintain any action in any court of law in respect of any matter in dispute arising from or in relation to the Agreement, except for the enforcement of an arbitral award passed by an arbitration panel pursuant to this clause.

#### 7.7 **Termination**

7.7.1 Should either Party commit a material breach of its responsibility under this Agreement, the other Party may terminate the present Agreement upon 1 (one) month's written notice to the other Party.

7.7.2 Either Party reserves the right to terminate this Agreement by giving one (1) months written notice to the other Party without assigning any reason.



7.7.3 Upon the termination of the present Agreement, both Parties shall not use the Other Party's name, emblem or official seal, or any abbreviation of the name of the Other Party, for any promotional activity of any kind or any other purposes unless specifically agreed to in writing by the Other Party.

UOK shall not use TCS IP shared with it for the purpose of achieving objective of this Agreement post termination of this Agreement.

Upon the termination of the Agreement, both parties shall inform all relevant, past, actual or potential Parties (including all persons or bodies that have been informed by the said Party of the Other's participation in the Project(s)), that the said Party (i) has terminated its Agreement with the Other Party, (ii) is no longer participating in the Project(s).

Article 5, 7.3, 7.4, 7.6, 7.7.3 and 8 shall all survive expiry / termination of the Agreement and shall continue to apply.

7.7.4 Neither Party shall be considered in default in the performance of its responsibility under the Agreement, if such performance is prevented or delayed on account of war, civil commotion, strike, epidemics, accidents, fires, unprecedented floods, earth quake or because of promulgation of any law or regulations by the Government, unforeseen breakdowns or account of any other Acts of God. At the time of occurrence of a force majeure condition, the affected party shall give a notice in writing within fifteen (15) days from the date of occurrence of the force majeure condition indicating the cause of force majeure condition and the period for which the force majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its responsibility under the Agreement owing to the force majeure condition continuing for more than thirty (30) days, both Parties shall consult each other regarding the continuation of the Agreement including early termination as set forth in clause 6.7 above.

#### 7.8 **Amendment**

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the parties hereto.

#### 7.9 **Non-Exclusivity**

It is understood that this Agreement does not confer either party any exclusivity regarding activities such as those covered by this Agreement, and the parties accept that the other party is free to collaborate on similar activities anywhere in India or worldwide with other Parties.

#### 7.10 **Right to Audit:**

UOK shall keep complete and accurate records of all project operations, expenses and compliance under applicable laws relatable with the projects. All such records shall be kept on file by the UOK for a period of five (5) years from the date the record is made.



UOK shall, upon seventy two (72) hours' notice, allow TCS, its officers, auditors and/or its authorized persons, the opportunity of inspecting, examining and auditing, the UOK's project operations and records which are directly relevant to the projects, as set forth in this Agreement. UOK will co-operate with TCS's internal or external auditor to assure a prompt and accurate audit of the projects. Such audits or reviews will be at the expense of TCS. However, if the audit discovers discrepancies or improper utilization of financial grants, then upon completion of such audit or review, the UOK will reimburse TCS for improper utilization of financial grants and for the cost of the audit.

## Article 8 – Notice

8.1 The addresses for service of notices under the present Agreement shall be:

For TCS:

**Joseph Sunil N**  
General Manager – CSR  
Tata Consultancy Services  
Brigade Bhuwalka Icon  
Old Khata No 70, Sy No.84/1 & 84/2,  
Sadaramangala Village,  
ITPL Main Road, Mahadevapura Zone,  
Bengaluru - 560066

With a copy to:

**General Counsel**  
Tata Consultancy Services  
TCS House, Raveline Street,  
Fort, Mumbai- 400001

For UOK:

**Prof. Farooq A. Masoodi**  
Dean, Academic Affairs  
University of Kashmir  
Hazratbal, Srinagar  
J&K, India - 190006

With a copy to:

**Prof. Geer M. Ishaq**  
Director  
Centre for Career Planning  
and Counselling (CCPC),  
University of Kashmir  
Hazratbal, Srinagar  
J&K, India - 190006

8.2 Each Party shall inform the other Party immediately of any modification of the above address.

## Article 9 – Duration

9.1 The present Agreement shall be valid for a period of 36 months from the date of execution of the agreement by both the parties. One month before the date of expiration of this Agreement, the Parties will mutually decide on whether to extend the present Agreement for a further term.

## Article 10 - TATA Code

10.1 The activities of TCS are self-regulated by the "Tata Code of Conduct". UOK undertakes that it will endeavor to 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 Managing Director of TCS**. TCS, in turn, undertakes that it will maintain confidentiality of all such communication received. Violations and concerns can be reported confidentially via email to <corporate.ethics@tcs.com>. The Tata Code of Conduct can be viewed at: <https://www.tata.com/about-us/tata-code-of-conduct>

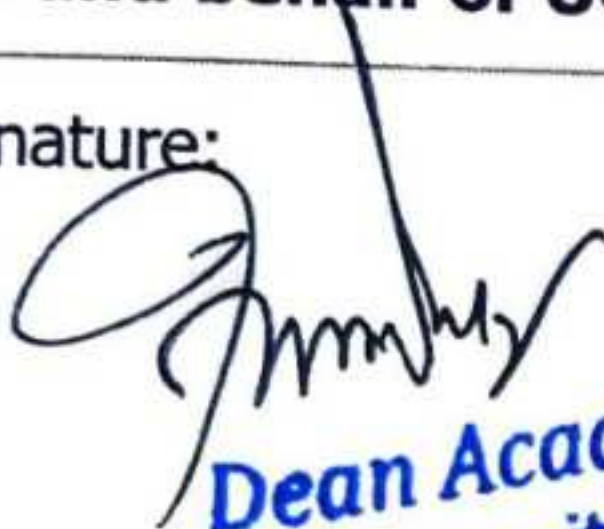
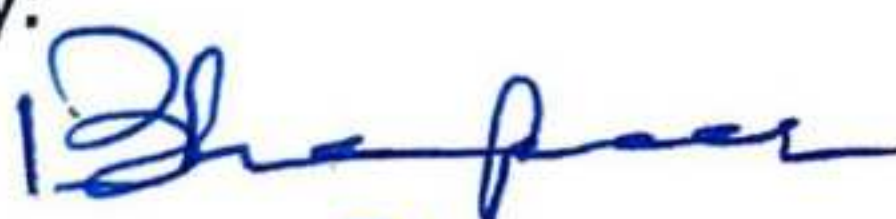




## Article 11 – Miscellaneous

- 11.1 This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence / agreements / understanding. Any amendment, modification, change or revision to this Agreement as mutually agreed between the Parties hereto shall be made in writing.
- 11.2 This Agreement is made in two original copies with English as the language of the official text, one copy in original to be retained by respective parties.
- 11.3 Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement.

**IN WITNESSES WHEREOF** the parties have signed this Agreement on this date, month and year first above written in the presence of following Witnesses:

For and behalf of UOK	For and behalf of TCS
Signature:  <b>Dean Academic Affairs University of Kashmir Hazratbal, Srinagar.</b>	Signature:
Name: <b>Prof. (Dr.) Farooq A. Masoodi</b>	Name:
Title: Dean, Academic Affairs, University of Kashmir, Srinagar-190006, J&K, India	Title:
Date:	Date:
Witnessed By: Signature:  <b>Director, Centre for Career Planning and Counselling University of Kashmir</b>	Witnessed By: Signature:
Name: <b>Prof. (Dr.) Geer M. Ishaq</b>	Name:
Title: Director, Centre for Career Planning and Counselling (CCPC), University of Kashmir, Srinagar-190006, J&K, India	Title:
Date:	Date:

## Appendix 1

### 'Entrepreneurship in Tourism' Pilot Project

#### Scope

In partnership with UoK, TCS would like to execute a 4-5 months pilot project to develop 24 students from Department of Tourism, Hospitality & Leisure Studies, UoK. These 24 students shall be selected based on a common minimum eligibility criterion as agreed between UoK and TCS.

#### High level Plan

Based on the initial discussion between UoK and TCS, the draft plan to execute the pilot is given below

Time Line	Phase	Key Activities
Week 1	Campaigning & Preparatory	Prepare Selection Criteria, Campaigning strategy, modality, financial model, Budget estimation, Funding paper and approval from respective
Week 2		Training Need identification, Curriculum development Content preparation, Partner Ecosystem enablement, Mentor to Students mapping [1:6]
Week 3		
Week 4	Identification & Selection	Selection process through interviews
Week 5	Onboarding & Orientation	Pilot and Student Registration as per UoK internal processes
Week 6		Bootcamp, execution of orientation sessions
Week 7	Functional Training	1. Functional Skill Development on Key domain functions - pls refer 'Key Functions' tab
Week 8		
Week 9	Digital Training	Portal management, digital tools and platform management, Simple Data management and analytics
Week 10		
Week 11	Pilot Execution	Seed Capital provisioning, Market identification, Local partner selection and onboarding
Week 12	Pilot Execution	Mentoring and support during pilot execution
Week 13	Pilot Execution	
Week 14	Field Preparation	Readiness Assessment on the markets, partners and potential B2B or/and B2C customers
Week 15		
Week 16	Logistics Enablement	Provide/Facilitate the required infrastructure support and service enablement as per the needs
Week 17		Partner mobilisation and service integration
Week 18	Infra set-up	Physical Infrastructure set-up and provisioning as per the requirement
Week 19		
Week 20	Go-Live	Entrepreneurs to kick off their journey in the real world



## Potential Partners in the Journey

UoK Departments	Govt. Partners	Knowledge Partner	Digital Partner	Services Partner	Financial Partner
Newgen IEDC	J&K EDI	IHCL/Taj Hotels	TCS TTH unit	MMT	J&K Bank
MCME [Craft management and Entrepreneurship]	Dept of Tourism Dept of Industry & Commerce	Vistara Airlines	TCS CSR	EMT	ICICI CSR
Directorate of Lifelong Learning	JKTDC	Air India		ThomasCook India	Tejaswini Scheme - Mission Youth
Dept of Tourism Management Hospitality & Leisure Studies	Sadbhavana - Indian Army	Air Asia		Avis India	
Directorate of IT & SS	IICT - Indian Institute of Carpet Technology, Srinagar			ZoomCar India	

## Key Considerations and Assumptions

1. Pilot shall be executed on Full-Residential mode to enhance the outcomes. UoK to host the students, visiting faculties and sponsor the required logistics
2. We would like to select 24 students with at least 10 girls. There will be 1 mentor from UoK and 1 mentor from TCS to be mapped for cluster of 6 students
3. Required infrastructure, logistical support and financial assistance to the students shall be provided by the UoK. TCS shall invest its intellectual capital to develop the curriculum, Digital Training program, Skill development, mentorship and market mobilization in partnership with local and national partners
4. All MoUs with Local and National partners to be between UoK and respective Partner

