

தமிழ்நாடு தமில்நாடு TAMILNADU

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12-07-11

Cognizant
Chennai

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V.M.

V. மனோகரி, (S.V.)

32, முத்துமங்கலம் சென்னை.

சென்னை, தமிழ்நாடு, இந்தியா.

July 28, 2011

Letter of Intent

We are extremely glad to communicate to CBIT that based on Cognizant Technology Solutions India Pvt Ltd (herein referred to as "Cognizant") discussion with CBIT Gandipet, HYDERABAD, A.P, India, PIN: 500075, to establish a research laboratory within CBIT campus. This letter (the "Agreement") will confirm the understanding between CBIT and Cognizant with respect to establishing the Cognizant - CBIT Innovation Lab. Both parties here to collectively referred to as the "Parties" and individually as a "Party".

The Cognizant - CBIT Innovation Lab is an advanced state-of-the-art industry-university setup aimed at fostering a long-term relationship with Cognizant and CBIT in the areas of training and research and development. It is agreed that both parties will actively engage themselves in the practical applications and implications of Innovation while other fundamental research and training activities will also be pursued in the Laboratory.

The terms and conditions are hereby mutually agreed:

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I. Resource Allocation

CBIT shall provide a specified area within its campus for setting up the **Cognizant – CBIT** Innovation Lab and shall maintain the laboratory at the highest industrial standard. **Cognizant** may from time to time inspect the condition and operation of the laboratory. **CBIT** shall utilize the laboratory only for the above specified purpose of fundamental research and training activities in the field of Information and Technology.

II. Period of Operations

The research laboratory will be operational for an initial period of 5 years from the date of signing of this Agreement. This Agreement will be renewed in writing for an additional period as mutually agreed upon by the parties through an amendment to this Agreement.

III. Usage

The lab is intended to be beneficial to both **CBIT** and **Cognizant**. It will be made available for students of **CBIT** to undergo research activities at suitable times. **Cognizant** will also be permitted to use the lab as and when required for conduct of any training. The access to the lab will be agreed upon by both parties that will be mutually convenient for such use.

IV. Branding

Cognizant will undertake the cost of branding for this lab facility while **CBIT** has agreed to maintain the same until the period of operations. **CBIT** agrees that any usage of **Cognizant's** logo by **CBIT** shall be with prior written consent of **Cognizant**, and the **CBIT** shall at all times comply with the trademark usage policy of **Cognizant**. **Cognizant** reserves the right to terminate usage of logo with immediate effect if **CBIT** is in breach of its obligations under this section IV.

V. Utilization Certificate

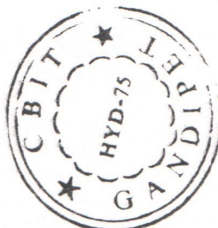
It is agreed that the lab will be made available to all within 90 days from the date of signing this Agreement. After the 90 day period, **CBIT** shall submit a utilization report and annex copies of invoices for monies spent on the development of the lab. **Cognizant** will pay all undisputed invoiced amounts within thirty (30) days from its receipt of such invoice.

VI. Cognizant's Financial Obligation

Cognizant has agreed to contribute Rs. 6,00,000 (Rupees Six Lakhs) to **CBIT** in the form of grant. This amount will support all the operational and maintenance expenses, both physical and technological infrastructure required for smooth conduct of research and training activities in the lab. The amount will be made available within 30 days from the date of signing this Agreement.

VII. Property Coverage

All the necessary software and hardware installed at the lab belongs to **Cognizant** for use by both parties. Under no circumstances shall **CBIT** permit the use of its lab or **Cognizant's** resources to any third parties without the prior written consent of **Cognizant**.



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VIII. Non-Solicitation

During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of the other Party who performed any work in connection with or related to the Services without a prior written approval from the other Party.

IX. Confidentiality

For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), [College Name] and **Cognizant** shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other party for any purpose whatsoever except as expressly contemplated under this Agreement. Each Party shall disclose the Confidential Information of the other only to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section IX.

The term "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

The obligations of either party under Section IX will not apply to information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the Receiving Party, or (iv) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party. In addition, the Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party (a) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.



Handwritten signature and date 11/18/11.

X. Warranty

CBIT warrants and represents the following: CBIT has the proper title, skill, training and background to perform in a competent and professional manner the work set forth in this Agreement and that all services will be performed in accordance with this Agreement

EXCEPT FOR THE WARRANTIES STATED IN THIS AGREEMENT, EITHER PARTY MAKES NO OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

XI. Limitation of Liability

Except with respect to breach by CBIT of its representations, warranties and/or covenants and/or breach of its confidentiality obligations hereunder, in no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. In no event shall Cognizant's liability to CBIT or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total contribution paid by Cognizant to CBIT as specified under section VI of this Agreement.

XII. Governing Laws and Dispute Resolution

This LOI shall be governed by and interpreted in accordance with the Indian laws and shall be subject to the jurisdiction of the Courts of Chennai (Madras). For any dispute or difference arising under this agreement, the parties shall try to resolve the same in good faith through mutual dialogues. In the event of failure of such dialogues, the matter shall be referred to a binding arbitration under the rules of Arbitration and Conciliation Act, 1996. The arbitration shall be in English language and the venue of arbitration shall be at Chennai, India. The costs of such arbitration shall be borne on the basis of the award passed by the arbitrators.

XIII. Miscellaneous

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, except either party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any affiliate of such party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, if such entity agrees in writing to assume and be bound by all of the obligations of such party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. If any provision in this Agreement is held by a court of competent

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jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

We request you to kindly sign the enclosed copy and return it to us immediately, as a token of your acceptance.

Yours truly,

For Cognizant Technology Solutions India Pvt. Ltd

Satish Meyaraman

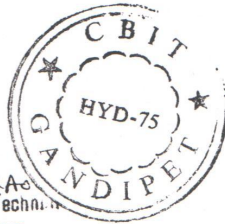
AVP - Human Resources

Agreed and accepted on

(Authorized Signatory for CBIT)

Name: Dr B. CHENNA KESAVARAO

Designation: Principal, Bharathi Institute of Technology
HYDERABAD - 500 075



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