

This Memorandum of Understanding (MoU) entered into on Thursday, 26th day of JUNE 1997, at IIT - Delhi.

BETWEEN

Microsoft Corporation (India) Private Limited, a company incorporated under the Indian Companies Act, 1956 having its registered office at 1st Floor, Paharpur Business Center, 21 Nehru Place, New Delhi-110 019, represented by its Regional Director for the Indian sub-continent Mr. Sanjay Parthasarathy and its Managing Director, Mr. Rajiv Nair [hereinafter referred to as 'MS', which expression shall unless repugnant to the context mean and include it's Successors and assigns] of the ONE PART.

AND

Indian Institute of Technology - Delhi, a Premier Technical Academic and Research institution, having it's campuses located at Hauz Khas, New Delhi - 110 016 represented by Dr. V. S. Raju (Director) and Dr. B. N. Jain (Head, Department of Computer Science and Engineering) [hereinafter referred to as 'IIT-D', which expression shall unless repugnant to the context mean and include its Successors-in-Title] of the OTHER PART.

WHEREAS

MS with its vast experience in software technologies and IIT-D, a leading research and education institution have agreed to jointly establish a **Microsoft Chair Professorship for Software Engineering and Information Systems** within the Department of Computer Science and Engineering ("Department") of IIT-D, to undertake activities that will promote research and support specific activities of the Chair Professor and the team of graduate engineers participating and providing assistance to the Chair Professor in such activities and research projects.

WHEREAS

IIT-D has sought support of MS and MS hereby agrees to provide support in instituting a Microsoft Chair Professorship in order to enable the department (and IIT-D) to continue pursuit of excellence in education and research in Computer Science, Software Engineering and Information Systems, and also to enable the faculty, research engineers and students to familiarize themselves and use Microsoft technology and software in existing programs of education, research, consulting, industry advising and continuing education.

NOW THE PARTIES AGREE AS FOLLOWS:

It is mutually agreed between the parties to this MoU as under:

1. The broad objectives of IIT-D and MS in terms of this MoU are as under:

Objectives for IIT-D

- i Continue to pursue excellence in Education and Research and in other activities such as (consulting, industry advising and continuing education for industry professionals).
- ii Build a research group under the Chair Professor, consisting of other faculty members and students in one or more areas of mutual interest (such as Software Engineering, Information Systems, Graphics, Networking, Operating Systems, Algorithms and others).

Objectives for Microsoft

- i Promote pursuit of excellence in education and research, industry advising and continuing education.
- ii Promote research in areas of mutual interest (such as Software Engineering, Information Systems, Networking, Regional Languages and others) particularly using Microsoft platforms and software.

Kpi *Rr*

Objectives for IIT-D

- iii Access funds to support the Chair Professor, associated research by him/her and faculty colleagues, research engineers and students.
- iv Attract and retain quality faculty and students to the department, by making available research/travel funds and scholarships

Objectives for Microsoft

- iii Encourage use of Microsoft platforms in research, education, industry interaction and continuing education.
- iv Access greater number of highly qualified computer scientists and software engineers.

2. AIMS AND OBJECTIVES

The parties hereby agree to fulfill the objectives mentioned above by instituting the Microsoft Chair Professorship in Software Engineering and Information Systems and IIT-D in particular hereby covenant as under:

IIT-D covenants:

- (i) IIT-D hereby covenants that it shall initiate and conduct research in areas of mutual interest identified by both parties; such research shall be conducted using MS platforms and software.
- (ii) IIT-D shall ensure and publish research results conducted under the Chair Professor in international journals and conferences at least four (4) times every year.
- (iii) IIT-D shall encourage use of MS-products in research and development activities under the Chair Professor and shall also encourage use of the same in development activities by its faculty and students in general.
- (iv) IIT-D shall appropriately acknowledge MS' support in all publications and theses, which are funded by MS.
- (v) IIT-D may further make available a part or all of the software developed under the Chair Professor, in public domain.
- (vi) Upon mutual agreed terms between the parties to this MoU, IIT-D shall support and assist a research group consisting of faculty and research scholars in specifically identified projects.

Further IIT-D shall specifically ensure and implement the following:

3. ACTIVITIES

(a) RESEARCH AND PROJECTS

- (i) IIT-D shall conduct research in areas of mutual interest, such as Software Engineering, Information Systems, Graphics, Networking, Operating Systems and Algorithms. To the extent possible, such research is conducted using MS platforms and software.
- (ii) IIT-D would initiate and conduct research in determining technologies appropriate to the National Information Infrastructure (NII) project as a backbone network supporting Web-enabled technologies for use by Government, Education, Industry and the public at large.
- (iii) In defining the key goals and standards of its research projects, IIT-D may focus on supporting user interaction and data processing in regional languages.
- (iv) Research and Projects that are initiated by the Chair Professor and his/her team may focus on increase of usage and proliferation of personal computing workstations as core components of IT projects. IIT-D shall ensure that results of these activities are of value in the adoption of leading technologies in establishing meaningful services to end users.
- (iv) The Research group and Chair Professor would primarily conduct its activities in the existing University Advanced Technology Lab (UATL), a funded program by Microsoft, that includes suitable computing infrastructure required for such activities. In addition, the research group shall have access to other department laboratories as well.

(b) INDUSTRY SEMINARS AND CONTINUING EDUCATION

IIT-D would continue to participate in industry seminars and events on an on-going basis.

Additionally, the Chair Professor and research group would facilitate creation of curriculum on Microsoft products and technologies to supplement Continuing Education Programs offered by IIT-D.

The Chair Professor and research team would, on mutually agreed terms, also provide subject matter expertise in specific areas to enhance existing education program offerings from Microsoft in the Indian Sub-continent region.

(c) INDUSTRY AND GOVERNMENT ADVISING

IIT-D and the Chair Professor shall endeavor to advise industry and government on key projects (such as NII) and facilitate early adoption and proliferation of IT based solutions (including personal computing workstations and software platforms) in Government and Industry.

4. PROGRAMME IMPLEMENTATION AND REVIEW

IIT-D shall in accordance with the program implementation and review schedule annexed to this MoU as Addendum A ensure the smooth implementation of the program under the Chair Professor and carry out the following activities:

- (i) In accordance with its norms, IIT-D shall constitute a Selection Committee for selection of the Chair Professor. The committee shall include an external expert who is a distinguished scientist or educator from India or abroad and is nominated by MS.
- (ii) IIT-D shall upon selection and appointment of the Chair Professor, identify Key areas of research in accordance with this MoU and as mutually accepted between the Parties.
- (iii) IIT-D hereby agrees to strictly adhere to and implement the program in accordance with the program implementation and review schedule attached as Addendum -A to this MoU.
- (iv) IIT-D shall select and nominate a research group comprising of faculty and students, which shall function under the guidance of the Chair Professor. Such research group shall be identified in accordance with the norms of IIT-D and in consultation with MS.
- (v) IIT-D shall identify and define areas of research to be conducted by the Chair Professor and his/her research team comprising of faculty and students.
- (vi) IIT-D shall on a mutually agreed basis make available to MS reports of the ongoing research and development activity periodically and shall keep MS informed on a regular basis.
- (vii) IIT-D shall keep MS notified of changes or alterations to the projects or specific research, being conducted by it, with funding from MS under this MoU.
- (viii) The parties to this MoU shall make available research and travel support to the Chair Professor and to associated faculty of the research group on a competitive basis. A departmental committee, with representatives of MS, shall screen and approve proposals for the said support. In addition scholarships to students shall be provided which shall be decided on the basis of recommendations of the Research Committee of the Department.

5. COMMITMENTS OF MS AND IIT-D

- (i) MS shall in order to achieve the objectives of this MoU, contribute a sum of US\$ 250,000/- to the corpus fund of IIT-D in accordance with the "Scope of funding" schedule attached as Addendum-B to this MoU. The aforesaid contribution shall be in addition to existing grants / funding made available by MS under the University Advanced Technology Lab, (an existing program which includes software deliverables by MS).
- (ii) IIT-D confirms that it will arrange for a matching grant of US\$ 2,50,000/- as IIT-D's contribution towards achieving the objectives of this MoU. In addition to the above. IIT-D hereby agrees to provide

B

Handwritten signatures in blue ink.

infrastructure comprising of space, equipment and administrative support towards hosting MS software and in general achieving the objectives under this MoU.

- (iii) MS shall arrange a 2-week visit (each year) by a leading researcher from its core group in Redmond, Washington to provide guidance and assistance in the chosen areas of research to the group from IIT-D.
- (iv) IIT-D hereby agrees that MS shall be at liberty to evaluate the program and implementation of the provisions of this MoU and to that extent permit review and inspection by MS in accordance with Addendum-A to this MoU.
- (v) IIT-D shall ensure and obtain from the Chair Professor and the research team Receipt Non-Disclosure Agreements (RNDAs) on an individual basis for accessing sensitive and protected materials such as source code and documentation from MS.

6. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights to any software / source code, proprietary information and material shall be governed in accordance with the provisions of this MoU and as detailed in Addendum - C.

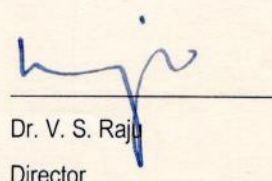
- 7. IIT-D hereby indemnifies MS and shall at all times keep MS indemnified from any and all claims, damages, liabilities arising out of or in connection with a breach of this MoU by IIT-D.

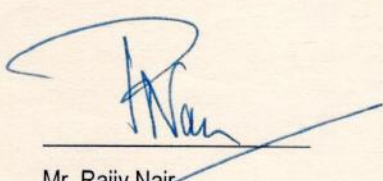
8. TERM AND TERMINATION

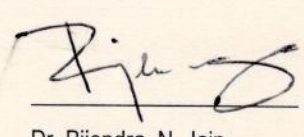
- (i) This Memorandum of Understanding shall be valid and remain in existence until terminated by either MS or IIT-D in terms of the MoU. Either MS or IIT-D may terminate this MoU by giving _____ days notice of its intention to do so to the other party.
- (ii) Notwithstanding anything to the contrary contained in this MoU, MS shall have the right to terminate this MoU in the event IIT-D is in breach of it's obligations and/or commitments under this MoU.

Signed by:

1. 
 Mr. Sanjay Parthasarathy
 Regional Director
 (For Microsoft Corporation (India) Pvt. Ltd.)

1. 
 Dr. V. S. Raju
 Director
 (For Indian Institute of Technology-Delhi)

2. 
 Mr. Rajiv Nair
 Managing Director
 (For Microsoft Corporation [India] Pvt. Ltd.)

2. 
 Dr. Bijendra. N. Jain
 Head, Department of Computer Science
 (For Indian Institute of Technology-Delhi)

