

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made and entered on the date that appears on the signature page hereof ('Effective Date') between:

Intel Technology India Private Ltd., having its registered office at 23-56P, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bangalore 560103 ("Intel"), which expression unless repugnant to the context or meaning hereof shall include its successors, administrators or permitted assignees.

And

Indian Institute Of Technology, Delhi ("University"), having its address at Hauz Khas, New Delhi-110016, India, which expression unless repugnant to the context or meaning hereof shall include its successors, administrators or permitted assignees.

Intel and University may be referred to herein individually as a "Party" and collectively as "Parties".

**WHEREAS**

Intel and University propose to collaborate in various spheres of education, for the ultimate benefit of students to enable them to acquire industry relevant education, training and skills;

The spheres of collaboration could include amongst others, curriculum development, student intern programs, consultancy projects, contests amongst students and academia, faculty exchange programs, knowledge sharing, student mentoring, pilot and proof of concept programs etc

1. OBJECT OF THIS MoU.

The object of this MoU is to outline the general framework for the proposed collaboration between the Parties as specified in Annexure 1.

2. Confidentiality and Publicity.

The existence and contents of this MoU and any other confidential information exchanged between the Parties shall be held in confidence in accordance with the



Confidentiality and Non-disclosure Agreement No. "41019158" dated 01 Aug 2010 (the "CNDA") signed between the Parties.

Either Party shall not make any public announcement relating to this MoU without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties agree that any announcement concerning the execution of this Agreement shall be a mutually agreed upon joint announcement.

3. **Non-Binding Nature:** This MoU outlines the business relationship contemplated by the Parties. However except for matters set forth in Sections 2 to 12, this MoU does not create a binding agreement between the Parties with respect to the matters contemplated herein. This MoU is a statement of intent only and is intended only to provide the general principles and key term for initial cooperation, understanding and negotiation between the Parties. This MoU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until the parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.
4. **Non Exclusivity:** Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
5. **Limitation of Liability:** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, END USERS OR ANY OTHER THIRD PARTY, FOR ANY INDIRECT, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS MOU BASED ON FAILURE TO ULTIMATELY COMPLETE THE ACTIVITIES ENVISIONED HEREIN. IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS MoU EXCEED RS. 100,000/- (Rupees one lakh only). However, there shall be no limitation of liability in case of breach of the provisions in respect of confidentiality under Section 2 hereinabove. The Parties also agree that this limitation of liability will only be in respect of this MoU and will not in any event be applicable to any other specific agreement that may be executed between the Parties pursuant to this MoU.
6. **Intellectual Property:** The Parties agree that all Intellectual Property, including but not limited to trade secret(s), copyrights, know how, or patents, owned or possessed by either Party on the Effective Date shall remain the property of the said party. However, ownership and license rights in respect of all intellectual property that may be developed or created by University after the Effective Date

as part of the delivery of services or performance under this MoU, shall be determined on the basis of agreements that may be specifically executed in respect of each area of proposed services and / or performance. No license or any other right is granted or conferred under any Intellectual Property rights now or hereafter owned or controlled by either Party by implication, statute, inducement, estoppel or otherwise, except of the basis of such agreements that may be specifically executed between the Parties.


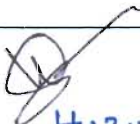
7. Costs: Except as may be otherwise stated in this MoU, each Party will be responsible for its own expenses in connection with all matters relating to this MoU. In no event shall any of the Party be liable to the other for any costs, expenses or other liability of any kind whatsoever. (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of other Party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of Section 2 hereinabove.
  
8. Term, Termination and Survival: This MoU shall commence on the Effective Date and continue in full force and effect unless terminated by the Parties in writing. Either Party may terminate this MoU at any time, with or without cause, by giving the other Party Thirty (30) days prior written notice. In such an event, both Parties agree to fulfill their respective obligations which have accrued or arisen under the Annexure up to date of such termination. Within thirty (30) days after the termination of this MoU, each Party shall prepare all items of the other Party in its possession for shipment and shall promptly deliver such material/ items to the other Party and shall erase all electronic copies of this or any other confidential information of the other Party. Effective upon the termination of this MoU any permission as may have been granted to use the other Parties name, trademarks or trade names shall lapse. Termination of this MoU by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination.
  
9. Choice of Law: This MoU shall be governed by and construed in accordance with the laws of India without reference to principles of conflict of laws and the parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore for any action or proceeding regarding this MoU.
  
10. Relationship: The Parties agree that nothing in this MoU should be construed as creating a partnership, employer-employee relationship, agency, franchise or joint venture, of any kind, between the Parties, and that neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever,

nor make any representations or warranties on behalf of the other, without the other Party's prior written consent in a separate writing.

11. Entire Understanding, Amendment, Assignment: This MoU along with the Annexure-1 sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of all the Parties. No right, duty or obligation under this MoU may be assigned, delegated, factored or subcontracted in any manner by either Party without the prior written consent from the other Party, except that Intel may assign its rights or delegate its duties to Intel Corporation and / or any of its affiliates and subsidiaries.

12. Notices: All notices shall be directed in writing to the address aforesaid of the Parties.

The signature of the Parties below indicates their acceptance with the foregoing MoU.

Intel Technology India Pvt. Ltd.	Indian Institute of Technology-Delhi
Name:  ASHUTOSH CHADHA	Name:  HUZUR SARAN
Designation: DIRECTOR	Designation HUZUR SARAN Professor & Head Deptt. of Comp. Sci. & Engg. I.I.T., Delhi New Delhi-110016
Date: 10/10/2011	Date: 09/JAN/2012

LEGAL OK	
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ANNEXURE-1

The Parties agree that they may collaborate on several areas in the field of education, including:

1. Curriculum development
2. Student intern programs
3. Sponsored and/or consultancy projects
4. Student contests
5. Faculty and Intel staff exchange programs
6. Knowledge sharing and student mentoring by Intel staff
7. Pilots projects and proof-of-concept activities
8. Mentor panels of the college entrepreneurship and incubation cells
9. Laboratory development activities in the college
10. Support Faculty or student Workshops
11. Participation in various education events/conferences organized by Intel
12. Participation in various events and competitions organized by the university

