

Memorandum of Understanding

Between

Hewlett Packard Enterprise

And

Jaipur Engineering College and Research Centre

For

ACADEMIA, INDUSTRY INTERACTION, RESEARCH COLLABORATION & RELATIONSHIP BUILDING

This Memorandum of Understanding (the "MoU") is entered into on this 25/09/2021 ("Executed Date") by and between:

Hewlett Packard (India) Software Operation Private Limited., incorporated under the Companies Act, 2013, and having its registered office at Survey No. 192, Whitefield Road, Mahadevapura, Bangalore – 560048 (hereinafter referred to as "HPE", which term shall mean and include its successors and assigns).

AND

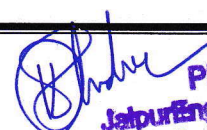
Jaipur Engineering College and Research Centre, Shri Ram Ki Nangal, Via – Vatika, Tonk Road, Jaipur – 303 905 (hereinafter referred to as "Institute");

Each of Institute and HPE may also hereinafter be individually referred to as the "Party" or collectively as the "Parties".

The Term of this MoU is 5years.

WHEREAS

- A. WHEREAS, HPE is engaged in the business of providing Information Technology (IT) Products and Services and is a group company of Hewlett Packard Enterprise Company, USA.
- B. WHEREAS, the Institute is recognized by and affiliated to Rajasthan Technical University, Kota, organized and existing under the laws of India and having its Principal address at Jaipur


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Engineering College and Research Centre, Shri Ram Ki Nangal, Via – Vatika, Tonk Road, Jaipur – 303 905.

- C. AND WHEREAS, the Company and the Institute, under this MoU have collaborated to strengthen the Industry institute interactions for upskilling the students and faculties by organizing various activities as mentioned in objectives.

This MoU sets down the mutually agreed broad framework for joint collaboration and related academic activities in various fields of interest. It also incorporates the modalities for collaboration.

NOW THEREFORE, in consideration of the premises hereto and the mutual covenants herein set forth, the Parties hereto agree as follows:


I. MOU Objectives

- a. Encouraging the students to visit Campus to increase the awareness among students on what HPE does.
- b. Engaging students in potential internship activities and projects
- c. Conducting Special Lecturers on emerging technologies.
- d. Interaction with subject matter experts at HPE and partial delivery of the courses by HPE.
- e. Organizing/Sponsoring the technical events.
- f. Participation during Tech Festivals at HPE campus.
- g. Research and Development activities. Company and Institute to formulate project plans for the joint work with due approval of both the Parties.
- h. HPE may give their inputs to curriculum design.

II. Roles and Responsibilities

- a. Roles and Responsibilities of HPE
 - i. To involve HPE employees to participate and collaborate with the college in the MoU objectives
 - ii. The Company will choose and communicate specific disciplines/divisions/departments for conducting research work.
- b. Roles and Responsibilities of Institute
 - i. To provide required resources to undertake the above mentioned activities.
 - ii. To encourage students and faculties to participate in the event.

III. Funding and Financial Arrangements


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HPE and Institute shall appoint Coordinators from each Party to finalize the understanding on the funding to be provided by HPE on case to case basis. Each Party will bear its own expense of participation and collaboration in delivery of obligations under this MoU and performance of the various projects.

IV. Liability

Except for each Party's confidentiality obligations and intellectual property indemnification obligations under this MoU, neither Party has any liability to the other Party under or in relation with this MoU. Neither Party will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages in relation with this MoU.

V. Intellectual Property Rights (IPR) and Indemnity

There shall be no transfer of intellectual property rights under this Agreement. Unless agreed otherwise in writing, it is expressly clarified that the funding provided by HPE is purely for purposes of relationship building between the Parties and HPE has no role or control over the projects being undertaken by the Institute. The Institute shall be solely responsible for any claims alleging infringement intellectual property rights associated with any project carried out by the institute including its staff and students and shall completely indemnify HPE from any claims that HPE may be subjected to.

VI. Confidentiality

a. Both Parties shall keep confidential all intellectual property rights and know-how including confidential commercial and financial information disclosed by disclosing Party to the receiving Party during the term of this MoU. Both Parties agree not to disclose the confidential information to any third Party, except to persons on need to know basis without the express prior written consent of the other Party.

b. The Institute and Company shall ensure that the obligations of confidentiality are observed by its employees, Supervisors, Research Scholars, officers and agents and by any Party retained by the Institute and Company who shall engage in the activities concerning the MoU Objectives.



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- c. The obligations above shall not extend to any confidential information for which the receiving Party can prove that this information is (i) is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving Party; (ii) is already known or become known to the receiving Party; (iii) is received from a third Party having no obligations of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; (v) is required to be disclosed by law or court order.

VII. Termination

During the tenure of the MoU, either Party can terminate the MoU by giving Two (2) months' notice in writing to the other Party. In the event of termination of MoU, the rights and obligations of the Parties thereto shall be settled by mutual discussion. This MoU shall also be terminated by mutual MoU amongst the Parties, if it becomes apparent that the proposed concept is not feasible.

VIII. General

- a. **Amendments** – Any modifications or amendments to this MoU shall be valid only if they are made in writing and duly signed by authorized representatives of both the Parties of this MoU.
- b. **Warranties** – Both Parties represent and warrant that they shall comply with the applicable laws of intellectual property for use of any software (including procurement and compliance with necessary licenses for proprietary and open source software and payment of applicable license / subscription charges for use of the same).
- c. **Entire Understanding** – This MoU sets forth the complete MoU of the Parties concerning the subject matter hereof. No claimed oral MoU in respect thereto shall be considered as any part hereof. All subsequent understandings finalized between the coordinators of both Parties shall be reduced into writing and signed between the Parties in reference to this MoU.
- d. **Use of Marks and Logos** – Neither Party may use the name, trademarks or logos of the other Party without that other Party's consent. Any consent required may be given, withheld or made subject to conditions in the relevant Party's sole and



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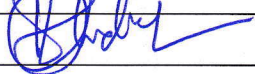
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unfettered discretion. If seeking consent under this clause, the Party must provide written details of the proposed use of the other Party's name, trademarks or corporate logos to the other Party.

e. **Waiver** – No waiver of any provision of this MoU shall be effective unless executed in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this MoU, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.

f. **Assignment** – The Institute shall not assign its rights and/or obligations under this MoU without the prior written permission of HPE.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Memorandum of Understanding to be executed the day, month and year first above written.

For HPE	For Institute 
Name:	Name: Prof. (Dr.) Vinay Kumar Chandna
Designation:	Designation: Principal PRINCIPAL
Date:	Date: 25-Sep-21 Jaipur Engineering College & Research Centre
Location:	Location: Jaipur Tonk Road, Jaipur-302022

Witnesses:

1. 

Dr. R.K. Mangal, Registrar,
Jaipur Engineering College and Research Centre,
Shri Ram Ki Nangal, Via – Vatika, Tonk Road, Jaipur – 303 905

Registrar
Jaipur Engineering College &
Research Centre Tonk Road,
Jaipur-302022 (Rajasthan)

2.