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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MOU) is made as and entered into on the 16th May 2025 between **HCL Technologies Limited,** a company incorporated under the Companies Act, 1956 having its registered office at 806-808, Siddharth, 96 Nehru Place, New Delhi – 110 019 (hereinafter called "**HCLTech**"), **Babu Banarasi Das Educational Society**, having its address at 55Kha, Babu Banarasi Das Nagar, Lucknow, Pin Code: 226001 and **Babu Banarasi Das Northern India Institute of Technology** having its registered office at 106, Purana Quila, Lucknow, Pin Code: 226001 (hereinafter called **"Institute" or "College**").

Institute and HCLTech are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREASInstitute is in the business of Educational Institute.

WHEREAS HCLTech and its affiliates are in the business of providing information technology services and products to customers around the world.

As ever in the past, today's technology is rapidly changing and updating the knowledge and skill accordingly is a major challenge not only for academics but also for industry.

In this initiative, HCLTech is interested in engaging with the Institute to introduce and support such technologies to the Institute to introduce such courses to its Undergraduate ("UG") and Postgraduate ("PG") streams.

As opposed to a onetime implementation, this a strategic initiative and requires the total commitment of both HCLTech and Institute.

Objectives of the MOU:

1. To establish strong collaboration between academic and industry - Expose students to practical case studies and provide access to HCLTech to reach out to Professors and Lectures of various subjects to exchange ideas on industry related problems.

2. Conduct research studies in the areas of forthcoming technologies through mutual access of library, literatures and non-customer specific labs at both HCLTech and Institute locations.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. The effective date of this MOU is **1st January'25** ("Effective Date") and shall continue for a period of five (05) years from Effective Date.

2. HCLTech shall be represented by an individual and/or group of individuals at various point in this arrangement tenure.

3. HCLTechshall be permitted to impart technical sessions to Institute's students as per the course work suggested by the HCLTech.

4. HCLTechshall be permitted to conduct the technical sessions at Institute in person or through video conferencing / play back of recorded videos at their location.

5. HCLTechshall provide only the soft copy of the course study reference materials.

6. Institute will allocate one or two of its professors to handle the courses and Institute will assign one of its technical experts to assist them. Professors at Institute will do the evaluation as per Institute academic regulations.

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7. Professors will handle theory and lab sessions and the technical expert from HCLTechwill be available in Institute campus maximum of 2 to 3 hours per week in person or will be available to Professor on online for any discussion.

8. HCL Tech's Obligation. a) HCLTechwill provide mentoring and technical guidance to Institute's Research Graduates in the respective technical areas covering in this MOU to complete their research. Any experiments or studies shall be carried out by the research graduates on their own.Additionally, students who excel in the program may be offered internship opportunities starting from their 6th, 7th and 8th semester, providing them with valuable practical industry exposure, HCLTechshall follow its internally approved standard process, which is followed with other institutes, to select students on internships;b) Furthermore, HCLTech will facilitate short-term residencies for faculty members at Institute's organization, allowing them to gain exposure to real-world challenges; c) HCLTech shall conduct workshops on emerging technologies, soft skills, and industry tools to enhance the learning experience for both students and faculty; d) To further enrich this collaboration, HCLTech will regularly invite professionals to colleges to share insights and present case studies; e) Additionally, HCLTech will work closely with colleges to include experts in syllabus revision panels, ensuring that the curriculum remains relevant and up-to-date with industry standards; f) HCLTech shallinclude practical problemsolving assessments to simulate industry challengesproviding students with hands-on experience; g)HCLTech employees will undergo training for a mutually agreed list of courses on the Institute's premises. These courses will be jointly crafted and delivered by the Institute and HCLTech, with HCLTech acting as faculty members; h) Institute will allow the use of premises, lab and facilities during these courses. Faculty members may also deliver specific lectures or courses at HCLTech premises for employees and/or customers, fostering a collaborative learning environment.

9. Institute will enable HCLTech to run hackathons including inter-institute hackathons.

10. Institute will provide the necessary computer hardware and lab space for these exercises. HCLTech fully agrees to install the required software on this hardware. As the lab exercises are of a basic nature, both the Institute and HCLTech have agreed to utilize open-source software packages as much as possible. Additionally, HCLTech will offer technical guidance to the Institute on setting up the lab. It is also acknowledged that these labs are fully owned by the Institute, which is free to utilize them for any of its courses not mentioned in this Memorandum of Understanding (MOU).

11. Institute will consider the HCLTech as a preferred partner on HCLTech's campus drives on recruitment.

12. HCLTech may consider providing internship to Institute's students in their final semester as per HCLTech 's existing guidelines at that time. HCLTech shall follow its internally approved standard process, which is followed with other institutes, to select students on internships.

13. In recognition of the partnership between College and HCLTech, it is mutually agreed that all students who participate in training programs or undertake HCLTech curated electives during their 6th and 7^{th}semester shall grant HCLTech with right of first opportunity to evaluate and consider these students for employment during campus hiring processes. This provision ensures that HCLTech has the initial privilege to extend employment offers to eligible candidates before any other external entities.

14. The selected candidates will not be permitted to attend any interviews or pursue employment opportunities with other companies, unless the other company extends an offer with a compensation package that is between 1.5 – 2 times the value of the package offered by HCLTech. This policy ensures that we maintain a fair and competitive environment for both, the selectedcandidates and HCLTech.

15. As part of our MOU, the College will facilitate the reimbursement process to ensure that the total stipend amount is refunded to HCLTech by the Student in the event he/she exits the program prematurely or fails to join the employment of HCLTech. The College will also make reasonable efforts to oversee and support adherence to this process. This measure aims to ensure that both Parties are aligned and have a clear understanding of the terms and conditions associated with the internship of the selected candidates.

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16. Institute agree to provide opportunity to employees of HCLTech to do their higher studies including Research/Ph.D. in its premise as per the regulations exist at Institution at that time.

17. Institute and HCLTech agree to create an agreement on combined ownership on research work and on patent filings which are outcome of combined effort.

18. Neither Parties will make any presentation pertaining to the other or its business or affairs, without the express written consent and approval of other.

19. **Confidential Information** It is understood that during the course of this MOU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement, for where of annexed hereto as Annexure A.

20. **Personal Data**. Both parties agree to comply with all applicable data protection laws and regulations when processing personal data during the term of this MOU.

21. **Relationship of the Parties**

    This MOU is entered into on a principal-to-principal basis and under no circumstances shall this MOU, nor any activities described herein, shall be construed as creating a partnership, license, joint venture, franchise, agency, or other such relationship. At all times contemplated herein, the Parties shall remain independent Parties, each responsible for its own activities. Each Party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other Party.

    The Parties shall ensure compliance with all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents, and representatives of either party, represent as or be construed as employees/agents of the other party to this MOU. Neither party shall enter any independent arrangements with the other party's employees.

22. **Liability**

    In no event shall either Party be liable to the other, either for or under this contract, tort or any other legal theory, for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party under this MOU even if advised of the possibility of the same and arising out of either the performance or non- performance of its obligations under this MOU

23. **Indemnification**

    Institute agrees that it shall keep HCLTech indemnified against any claims, losses, demands as may arise on account of (i) Institute's failure to comply with obligations prescribed under applicable laws, rules, guidelines, govt. directives etc., (ii) breach of confidentiality obligations, (iii) third party IPR infringement claims.

24. **Termination**

    Any party may terminate this MOU by serving a sixty (60) days prior written notice to the other party without any liability whatsoever.

25. **Anti - Bribery and Anti - Corruption**

    Institute confirms that all its employees and directors will comply with HCLTech'scode of ethics anti-bribery and anti-corruption policies as available at https://www.hcltech.com/investor-relations/governance-policies/cobec. Both Parties shall, at all times, comply with all applicable laws, statutes and regulations in relation to the purpose of this MOU.

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26. **Dispute Resolution**

    Any disagreement/ difference of opinion/ dispute between the Parties regarding the interpretation of the provisions of this MOU or otherwise arising from this MOU and the activities undertaken under this MOU shall be resolved by mutual consultation by the Parties. For any dispute unresolved for a period not exceeding thirty (30) days, reference shall be made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification / re-enactment thereof and rules made there under. The Arbitration Tribunal shall comprise of three arbitrators, one each to be appointed by both the parties and the third arbitrator shall be jointly appointed by the arbitrators so appointed.

    The place of arbitration shall be Delhi, and the proceedings shall be conducted in English language. The award of the arbitrators shall be binding on both the parties.

27. **Governing Law**

    This MOU will be governed by and construed in accordance with the laws of India and the Parties submit to the exclusive jurisdiction of the competent courts in Delhi.

28. **Entire MOU**

    This MOU, including its Exhibits (if any), constitutes the entire understanding between the parties hereto in relation to its subject matter and will supersede all prior correspondence, arrangements or MOUs, whether oral or written, entered into between the parties hereto on the subject matter of this MOU. No amendment or modification of this MOU shall be binding unless made in writing and duly signed by the Parties.

29. **Survival**

    The clauses of this MOU, which by their very nature ought to survive termination / expiration of this MOU, shall so survive.

30. There shall be no liability on the part of any party to the other arising from the termination of this MOU.

31. This MOU is binding on either or the Parties hereto, except as specifically set out hereto. This MOU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.

32. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites or the like unless otherwise written consent is received.

33. **No Assignment**

    It is understood by the Parties herein this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party without the prior written consent of the other.

34. This MOU supersedes all proposals or other prior representations or communications, either oral or written. This MOU may be modified or amended if the amendment is mutually agreed and made in writing and is signed by authorized representatives of the Parties.

35. All communication between the parties shall be in writing and in English Language.

36. This MOU, together with the appendices and other documents specifically attached or referred to herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, promises, representations, agreements and negotiations between the parties, oral and written. No amendment or modification of this MOU shall be binding unless made in writing and duly signed by

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both parties. Failure or delay by either party to enforce any provision of this MOU shall not be deemed a waiver of future enforcement of that or any other provision. If any portion of this MOU is held to be illegal, invalid or unenforceable, such portion shall be deemed to be modified to the extent necessary to make such portion binding and enforceable, and such modified portion and all the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this MOU dated as of the date first set forth above to be executed by their duly authorized representatives.

HCL Technologies Limited

Signed by:
Ameeta sharma
FCC9009FD6CC403...

By:

Name: Ameeta sharma

Title: AGM-Legal

19 May 2025 | 5:23 PM IST

Babu Banarasi Das Educational Society

Signed by:
9D3983B304C34F5...

By:

Name: R.K. Agarwal

Title: Chief Executive Director

19 May 2025 | 11:09 AM IST

Babu Banarasi Das Northern India Institute of Technology

Signed by:
9D3983B304C34F5...

By:

Name: R.K. Agarwal

Title: Chief Executive Director

19 May 2025 | 11:09 AM IST

Initial
SM

Sneha Mishra

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ANNEXURE A

NON-DISCLOSURE AGREEMENT

This Agreement for Exchange of Confidential Information (the "Agreement") is entered into as of 16th may 2025 the "Effective Date") by and between HCL Technologies Limited, a company incorporated under the laws of India with Registration No. 55-46369 having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, 110019, India ("HCLTech"), Babu Banarasi Das Educational Society, having its registered office at 55Kha, Babu Banarasi Das Nagar, Lucknow, Pin Code: 226001 and Babu Banarasi Das Northern India Institute of Technology having its registered office at 106, Purana Quila, Lucknow, Pin Code: 226001 (College" or "Institute").

Hereinafter, referred to individually as a "Party" and collectively as the "Parties".

1. Term: This Agreement shall be valid for the duration of the MOU dated **16th May 2025** and will be co-terminous with the MOU.

2. Purpose: The Parties intend to share Confidential Information for enabling Instituteto provide educational and technological support to HCLTech pursuant to the MoU("Purpose").

3. Discloser & Recipient: Either Party, including its Affiliates, may disclose Confidential Information under this Agreement for the Purpose and shall be referred to as "Discloser" hereunder. The other Party, including its Affiliates, receiving Confidential Information hereunder shall be referred to as "Recipient". For the purpose of this Agreement, "Affiliates" shall mean any legal entity which, is directly or indirectly controlling, controlled by or under the common control of the Party.

4. Confidential Information: The information disclosed by Discloser to Recipient hereunder relating to Discloser's business, including, without limitation, computer programs, technical drawings, algorithms, know-how, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, strategies or any other information which is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself, such information is hereinafter referred to as "Confidential Information" of the Discloser.

Information which is orally or visually disclosed, or is disclosed in writing without being marked as confidential, shall constitute Confidential Information, if Discloser within seven (7) days after such disclosure, delivers to Recipient, a written document(s) describing such Information and referencing the place and date of such oral or visual disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

Confidential Information shall not include any information that is a) lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; b) or becomes, through no fault of the Recipient, known or available to the public; c) independently developed by the Recipient without use or reference to such Confidential Information; or d) rightfully disclosed to Recipient by a third party without any restrictions on disclosure.

5. Confidentiality Obligation: Discloser shall observe the duty of reasonable care while disclosing any Confidential Information to the Recipient. Recipient agrees that it shall a) not use any such Confidential Information except for the Purpose of this Agreement; b) hold the Confidential Information in confidence and shall take all reasonable precautions to protect such Confidential Information from unauthorized disclosure including all precautions that Recipient employs to protect its own confidential material; c) not divulge any such Confidential Information to any third party without prior approval of Discloser; and d) not copy or reverse engineer any such Confidential Information. Recipient may permit access to Confidential Information to its employees, consultants, vendors and agents, on a need to know basis and to the extent required to meet the Purpose, and shall ensure that they are bound to maintain confidentiality of such Confidential Information to the same extent as provided under this Agreement.

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6. Survival, Exception & Return: Confidentiality obligations under this Agreement shall survive for a period of three (3) years following the expiry of this Agreement, provided that the obligations shall be perpetual with regard to any source code or trade secret that may be disclosed hereunder.

Recipient may make disclosures to the extent required by law or by order of any court or regulatory body, provided the Recipient promptly notifies the Discloser in writing about such requirement to disclose.

Recipient will return to Discloser, upon request, any Confidential Information under its possession or control and/or destroy all documents or media containing any such Confidential Information provided that Recipient may retain a copy of Confidential Information to the extent necessary to meet any statutory requirements.

7. Disclaimer: Parties acknowledges that providing or receiving Confidential Information under this Agreement shall not constitute an offer, acceptance, or promise to enter into or amend any other contract.

To the extent permitted by law, Confidential Information is disclosed on "as is" basis, without any express or implied warranties and in particular, without any limitation, as to fitness for the intended Purpose.

The ownership of all intellectual property rights (IPRs) in Confidential Information disclosed hereunder shall remain with its original owner and no grant of license or conveyance of any IPRs in such Confidential Information is to be implied from exchange or sharing of any such information under this Agreement.

8. Injunctive Relief: Recipient acknowledges that due to the unique nature of the Discloser's Confidential Information, any breach of its obligations hereunder will result in irreparable harm to the Discloser, and therefore, upon any such breach or threat thereof, the Discloser shall be entitled to appropriate equitable relief including the relief of injunction and/or specific performance, in addition to any other remedies available at law.

9. General:

The Parties agree to be bound by any applicable export control regulations while sharing Confidential Information hereunder. This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in New Delhi. Neither party may assign or transfer any rights or obligations arising out of this Agreement without the prior written consent of the other party. No failure or delay in enforcing any right will be deemed a waiver unless made in writing and signed by a duly authorized representative of such Party. Any notice under this Agreement shall be in writing and shall be sent at the registered addresses of the Parties specified in this Agreement. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative of both Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements relating to subject matter hereof.

For HCL TECHNOLOGIES LIMITED

Signed by: Ameeta sharma FCC9009FD6CC403...

Signature: _____

Name: Ameeta sharma

Designation: AGM-Legal

Date: 19 May 2025 | 5:23 PM IST

Initial SM

Sneha Mishra

For Babu Banarasi Das Educational Society

Signed by: 9D3983B304C34F5...

Signature: _____

Name: R.K. Agarwal

Designation: Chief Executive Director

19 May 2025 | 11:09 AM IST

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For Babu Banarasi Das Northern India Institute of Technology

Signature: Signed by: 9D3983B304C34F5...

Name: R.K. Agarwal

Designation: Chief Executive Director

19 May 2025 | 11:09 AM IST