

## Memorandum of Understanding for Industry-Initiated undergraduate / graduate Students Projects

This Memorandum of Understanding ("MoU") is entered into by and among the following participants:

The

Motilal Nehru National Institute of Technology Allahabad

Located at Allahabad India, Pincode - 211004

(the "Institution")

and

Amdocs Development Centre India Private Limited

Located at Cyber City - Tower 2, Magarpatta City, Hadapsar, Pune - 411 013

(the "Industry" or "Company")

and

**The Participating Students** – undergraduate / graduate students from the faculty of Electronics and Communication Engineering / Computer Science Engineering / Information Technology, participating in the academic course titled: "Field Service Management (FSM)", who have signed the attached **Appendix A** (the "Student/s").

- Whereas The Parties wish to collaborate in the performance of a project in the field of Information Technology titled "Field Service Management (FSM)" on an Amdocs defined challenge (the "Project") to be performed by the Students, as per the Project's work description which is attached hereto as **Appendix B** (the "Project Plan").
- Whereas The Industry, individually or as part of a group of companies beneficially owned by Amdocs Limited, a company listed on the Nasdaq Global Select Market (NASDAQ: DOX) (each an "Amdocs Subsidiary" and together the "Amdocs Group"), is the owner and/or author of and/or has the rights for certain Intellectual Property, including but not limited to material associated with and forming part of its proprietary software systems (the "Industry Proprietary Information").
- Whereas The Project's subject matter is based on the Industry Proprietary Information and/or ideas or information which are part of the public domain. **The Project proposal prepared by the Industry may not be based on intellectual property, information or ideas generated or owned by the Institution.**
- Whereas The Industry's obligations for guidance, mentoring and monitoring of the Project's performance are essential - without which the Project may not be started and performed.
- Whereas The Industry may, in connection with the Project, disclose to the Institution or Students information which is part of its Proprietary Information and,

प्रभारी आचार्य  
Professor in-charge  
प्रशिक्षण एवं नियुक्ति विभाग  
Department of Training & Placement  
Motilal Nehru National Institute of Technology Allahabad



therefore, the parties wish to set forth the manner in which the Proprietary Information will be treated during the project.

Whereas The Project shall be considered as an academic activity and will be derived and approved by the Institution and hence shall be subject to the Institution's academic rules and regulations, as well as to the terms and conditions set forth in this MoU. In the event of contradiction between the provisions of this MoU and the Institution's academic rules and regulations on the issues of IP Rights (section 4.1-4.4 to this MoU), Publication (section 4.5 to this MoU), Filing (section 4.6 to this MoU) and Confidentiality (section 5 to this MoU), the provisions of this MoU shall prevail.

Therefore, it is agreed by the Parties that this MoU outlines the mutual understandings for the performance of the Project:

### 1. The Project Performance

1.1 The Project performance shall take place in the Institution's or Industry's premises, where the Students shall be provided with all necessary and relevant equipment / materials / data / software / hardware / information.

The Company and the Institution shall uphold all appropriate insurance policies for the performance of the Project, provided that this obligation shall only apply with respect to the relevant party's employees.

1.2 The Project performance shall commence on 8th Aug 2016 and shall continue until 28th Feb 2017 (the "**Project Period**"). The Project Period shall be continued with two (2) academic semester, unless otherwise agreed-upon by the parties, in writing.

1.3 The Project Plan must be approved by the Industry and the Institution.

Any modifications, change or addition to the Project Plan shall be approved in advance and in writing by the Industry Representative and the Institution representative (as defined below).

1.4 The Institution academic coordinator of the Project shall be: Dr. Mayank Pandey

The Industry's advisor of the Project shall be: Dror Jacoby

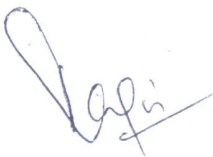
(the "**Institution Representative**" and the "**Industry Representative**", respectively).

1.5 Each Project shall be performed by groups of 4 - 7 Students investing a total of 120 hours, each, over two semester.

1.6 The Project shall be performed on a "**best efforts**" basis. For avoidance of doubt, the Institution and the Students do not guarantee the successful completion of the Project and the delivery of the expected results thereof.

1.7 All Parties shall uphold appropriate academic level of the Project performance.

1.8 The Institution or Industry shall not be responsible for:



प्रभारी आचार्य  
Professor in-charge  
प्रशिक्षण एवं विद्यार्जन विभाग  
Department of Training & Placement  
मोहनराजगोपाळ मेमोरियल इंजीनियरिंग कॉलेज  
MNNIT, Prayagraj (U.P.)



- a. the successful completion of the Project;
  - b. any deviation from the Project Plan, including without limitation the specification, timeline or schedule made by the Company and/or by the Students;
  - c. any inappropriate behavior of the Students; and
  - d. any negligent act or omission made by the Students in the scope of the Project.
- 1.9 As part of the project requirements, a final project report of the Project shall be delivered to the Industry Representative, at the end of the Project Period.
- 1.10 The Students shall receive Completion Certificate upon completion of the project, subject to the approval of the Institution Representative and Industry Representative of the satisfactory performance of the project according to academic standards. Each of the Industry Representative and Institution Representative shall have complete discretion regarding approval of projects
- 1.11 All relevant academic rules and regulations governing at the Institution shall apply to the Project and its performance. In the event of contradiction between the provisions of this MoU and the Institution's academic rules and regulations on the issues of IP Rights (section 4.1-4.4 to this MoU), Publication (section 4.5 to this MoU), Filing (section 4.6 to this MoU) and Confidentiality (section 5 to this MoU), the provisions of this MoU shall prevail.

## 2. Industry's Obligations

The Industry, via the Industry Representative, shall take an active role in guiding and monitoring the Project performance. The Industry shall provide, inter alia, technical guidance to the Students in relation to the Project Plan, and administrative guidance in case the Project is performed in whole or in part on the Industry's premises etc.

## 3. Project Consideration

In consideration for the performance of the Project, the Industry shall pay the Institution a total sum of 0 (which includes V.A.T and the Institution's overhead).

## 4. Intellectual Property and Project Deliverables

4.1 Each party (and with respect to the Industry - the Amdocs Subsidiaries holding the respective rights) shall remain the sole owner(s) of any and all work product, Intellectual Property and its related rights that have been generated by it or otherwise owned by it or its employees in their capacity as employees prior to and/or outside the scope of the Project.

4.2 For the purpose of this MoU, the term "**Intellectual Property**" shall refer individually and collectively to all inventions, improvements and discoveries, including, but not limited to mask works, computer software (both object and source code), databases, negatives, plates, dyes, molds, prints, paintings, artwork, sketches, designs, processes, product names and logos, discoveries, know-how, methods, writings, photographs, etchings, drawings, mechanicals, ideas, concepts, inventions, prototypes, copyrights, copyrightable works, patents, pending patent applications, trademarks/service marks, trade secrets or any other work or material or property (both tangible and intangible).

*[Handwritten Signature]*

प्रभारी आचार्य  
Professor In-charge  
प्रशिक्षण एवं विनियम विभाग  
Department of Training & Placement  
मो. नं. 020-2610101, 2610102, 2610103  
M.N.S.I.T. AMRITSAR



4.3 No Intellectual Property owned by the Institution shall be used in the Project, without the prior written approval of the Industry. In the event that such Intellectual Property is used without the Industry's permission, the Institution is hereby granting the Industry (or the relevant Amdocs Subsidiaries) a nonexclusive worldwide royalty-free license to use (including commercial use) this specific Intellectual Property of the Institution as part of the Project and its deliverables.

4.4 All Project results and any related Intellectual Property rights generated in the scope of the Project and as per its goals ("**Project Deliverables**") shall be owned by the Company or any of the Amdocs Subsidiaries designated as the owner(s) by the Company.

If the ownership of the Project Deliverables does not automatically vest in Industry, either the Institution or Student(s), as applicable, hereby assign, and if requested by Industry, will assign in the future, all right, title and interest in the Product Deliverables to Industry.

4.5 The Company shall have the rights to use the Project Deliverables, on an exclusive basis.

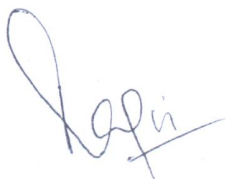
Notwithstanding the above, it is agreed that internal presentation will be held at the end of the Project, only by and for the Project closely-involved people (i.e. the Students, the Institution Representative, the Institution Representative's research-assistant, the relevant Institution faculty academic representatives and the Industry representative) that will be committed to the obligations under this agreement ("**Internal Presentation**") and subject to the Company's prior review of the presentation 14 days before its existence to make sure that no Industry Confidential Information or sensitive information is included, and remove any unauthorized usage of the industry's name, description or attribution of the project to the Industry. The Industry's requests for removal and/or changes of the text of the presentation shall be complied by Institution and students.

4.6 It is hereby agreed that the Company and the respective Amdocs Subsidiaries shall initiate and control the filing and prosecution or shall take all other protective measures concerning the intellectual property rights derived from the Project Deliverables, on behalf of the actual inventors and applicants, at the Company's expense. Such patent(s) if filed will be the Industry property.

4.7 For the purpose of this Section 4, ownership of Intellectual Property by the Company shall include ownership of such Intellectual Property by any Amdocs Subsidiary, and a right granted to the Company with respect to the Intellectual Property shall be deemed as a right granted to the respective Amdocs Subsidiary or Subsidiaries designated as owner(s) of such Intellectual Property, all at the full discretion of the Company.

## 5. Confidentiality

5.1 The Institution and Student(s) undertakes not to use or allow any their employees to use the Industry Proprietary Information or Project Deliverables (either the Industry or the Institution) for any purposes other than the Project, and not to sell, grant, make available to, publish or



प्रभारी आचार्य  
Professor In-charge  
प्रशिक्षण एवं विनिर्माण विभाग  
Department of Training & Placement  
नेमेटावली  
M.N. 11111111111111111111



otherwise allow the use of the Industry Proprietary Information by any third party, directly or indirectly, except as expressly permitted herein

Industry Proprietary Information shall include any derivatives thereof in any form (e.g., reports and analyses). For the removal of doubt, such derivatives shall also be deemed Proprietary Information of the owner of the material from which they were derived.

5.2 Upon the termination and/or expiration of this MoU for any reason and/or upon the conclusion of the Project and/or at the request of the disclosing party, the receiving party shall:

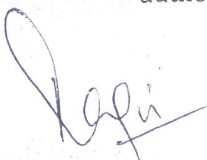
- i) return to the Industry any document or other material in tangible form in its possession being part of the Industry Proprietary Information, unless otherwise agreed upon in writing between the parties;
- ii) destroy any document or other material in tangible form that contains Industry Proprietary Information; and
- iii) confirm such return and/or destruction in writing to the Industry.

5.3 Disclosure of the Industry Proprietary Information to the receiving party may be made in writing or other tangible or electronic form that is marked as proprietary and/or confidential information of the disclosing party, or occur by demonstration of any product within the Industry's products.

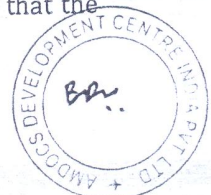
5.4 Disclosure of the Industry Proprietary Information to the receiving party shall in no way serve to create, on the part of the receiving party, a license to use, or any proprietary right in, the disclosing party's Proprietary Information or in any other proprietary product, trademark, copyright or other right of the disclosing party.

5.5 The confidentiality obligations of the receiving party regarding the disclosing party's Proprietary Information shall not apply to such Proprietary Information which:

- i) is or becomes public domain without fault on the part of the receiving party;
- ii) is lawfully obtained from a source other than the disclosing party, free of any obligation to keep it confidential;
- iii) is previously known to the receiving party without an obligation to keep it confidential, as can be substantiated by written records;
- iv) is developed independently by employees of the receiving party who did not gain access to Industry Proprietary Information, as can be substantiated by written records of the receiving party;
- v) is expressly released in writing from such obligations by the party that owns or has the rights to such Proprietary Information; or
- vi) is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that the



प्रभारी आचार्य  
Professor In-charge  
प्रशिक्षण एवं नियोजन विभाग  
Department of Training & Placement  
महाराष्ट्र शासन, मुंबई-४०००६६



receiving party so required to disclose shall, unless prohibited by law or order, first notify the disclosing party to enable it to seek relief from such requirement, and render reasonable assistance requested by the Industry (at the disclosing party's expense) in connection therewith.

5.6 Any use by the receiving party of the Industry Proprietary Information permitted under this MoU is conditioned upon the receiving party first taking the safeguards and measures required to secure the confidentiality of such Industry Proprietary Information.

5.7 For the purpose of this Section 5, Industry Proprietary Information shall include any and all Intellectual Property of any Amdocs Subsidiary.

#### 6. Conflict of Interest

6.1 Students who were employed or involved in any way by or with the Company or any related company, for the last 6 (six) months prior to the commencement of the Project - shall not be entitled to participate in the Project.

6.2 During the Project Period and for a period of 2 (two) months thereafter, no employer-employee relationship shall exist between any of the Students and the Company.

6.3 For the removal of doubts, it is clarified participation in the Project does not entail any undertaking or promise by the Company regarding future employment of any of the Students.

6.4 The Institution shall not object to additional engagements between the Industry and other academic institutions in India.

#### 7. Use of Name

No party is entitled to use the other party's name and logo for promoting its business or other interests, without the other party's written prior consent. For avoidance of doubt, Institution's name and logo shall include, without limitation also the specific faculty, the Institution Representative and the Students. Notwithstanding Section 4.5 above, the relevant Party shall have an undisputed right to demand removal of its name, its description or attribution to it, from such communication or publication

#### 8. Limitation of Liability

8.1 The Institution makes no warranty, express or implied, concerning the Project Deliverables, which are all provided "as is".

8.2 Without derogating from the above, the Institution shall not be responsible for:

- The quality or compliance of the Project Deliverables or any of its derivatives to any purpose.
- Any use of the Project Deliverables, either directly or indirectly, by the Company or any third party.

#### 9. Termination



प्रभारी आचार्य  
Professor In-charge  
प्रशिक्षण एवं नियोजन विभाग  
Department of Training & Placement  
M.N.N.I.T. Aligarh-202002



- 9.1 This MoU shall be terminated upon the completion of the Project. The Industry shall have the right to terminate this MoU with immediate effect upon the end of each milestone of the Project.
- 9.2 Notwithstanding the above, the Industry shall have the right to terminate this MoU in the event the Industry Representative is unable to perform his/her obligations under this MoU and the Industry fails to find a suitable replacement for the continuation of the Project.

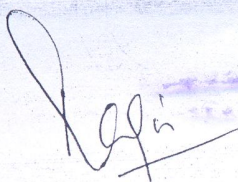
#### 9. Entire Agreement: Severability

This MoU constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof.

If, however, any provision of this MoU is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire MoU, but rather the entire MoU shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly. In addition, the parties agree to cooperate to replace the invalid or unenforceable provision(s) with valid and enforceable provision(s) which will achieve the same result (to the maximum legal extent) as the provision(s) determined to be invalid or unenforceable.

#### 10. General Provisions

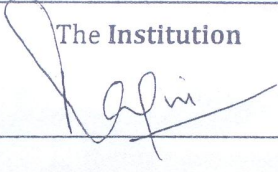
- 10.1 Each party acknowledges that its breach of this MoU may cause the Industry extensive and irreparable harm and damage, and agrees that each of the Industry shall be entitled to injunctive relief to prevent use or disclosure of its Proprietary Information not authorized by this MoU, in addition to any other remedy available to the other party under applicable law.
- 10.2 This MoU shall be governed by and construed under the laws of Republic of India, without giving effect to such laws' provisions regarding conflicts of law. Any dispute or claim arising out of this MoU, which cannot be amicably resolved by the parties, will be resolved by the competent courts of Pune, Republic of India, which shall have sole and exclusive jurisdiction thereof. Each party hereby waives opposition to jurisdiction in such court.



प्रभारिता अधिकारी  
Professor in-charge  
प्रशिक्षण एवं अनुसंधान विभाग  
Department of Education & Research  
MUMBAI UNIVERSITY



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

\_\_\_\_\_  
The Institution  
By:   
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:

*Bapat.*  
\_\_\_\_\_  
The Company  
By: Dinesh Bapat  
\_\_\_\_\_  
Title: Director  
\_\_\_\_\_  
Date: 27<sup>th</sup> Sep 2016

प्रभारी आचार्य  
Professor In-charge  
प्रशिक्षण एवं नियोजन विभाग  
Department of Training & Placement  
मो०ने०रा०प्रि० संस्थान, कुवाथवाड-२११००४  
M.S.N.P.T.C. (S) HANDESHWAR 11004

