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### MEMORANDUM OF UNDERSTANDING

This agreement is made on this day, the 05/02/2024 between **DELL INTERNATIONAL SERVICES INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as "DELL" and wherever the context so permits be deemed to include the successor-in-interest and assigns) having its registered office at No.12/1,12/2 A,13/1 A, Divyashree Greens Koramangala Inner Ring Rd, Domlur. Bangalore- Karnataka , 560071. and represented by its authorized Signatory .

AND

**National Institute of Technology, Calicut**, an Institute incorporated under the \_\_\_\_\_ (hereinafter referred to as "NITC") , located at Calicut ..represented by its authorised signatory \_\_\_\_\_

DELL and NITC are collectively referred to as the Parties.

WHEREAS DELL is engaged in the business of software development amongst others and NITC is a national technical institute governed by the NIT Act passed by the Parliament of India.

AND WHEREAS, NITC is interested in working with DELL on exploring internship programs, prospective hiring engagement, and industry knowledge for their students as detailed herein;

No. 24643 Rs. 100  
Name.....  
Date.....

Kozhikode Chathamangalam  
Director NIT Calicut  
2.2.2024



CHATHAMANGALAM  
SRO VENDER  
V. PUSHPANGATHAN

AND WHEREAS, the Parties are desirous of entering into this Agreement to set out the terms and conditions on which they shall co-operate and work together and the Parties wish to record their respective obligations in this regard.

**NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

**1. Scope Of The Agreement:**

**2 Obligations of DELL:**

- 2.1 Scheme and syllabus review and recommend from industry perspective for portions of the curriculum (as defined and mutually agreed between Dell and NITC from time to time)
- 2.2 Expert Talks/workshops by Dell Leaders
- 2.3 Student Internship/Placements that would be covered by separate agreements upon mutual agreement by both parties.

**3. Obligations of NITC:**

- 3.1 NITC shall share with DELL the names of the faculty who will be engaging periodically with the Dell Leaders to meet the obligations outlined above
- 3.2 NITC shall share names of the students to the University Relations team of Dell.
- 3.3 NITC shall ensure that appropriate consent are obtained from the faculty and students as relevant under the privacy regulations before the personal information of the faculty and students are shared with DELL.
- 3.4 NITC to facilitate NDA executions by the selected interns/students of NITC.
- 3.5 NITC agrees that it shall not at any time use or disclose to any person directly, or indirectly, any confidential or proprietary information, intellectual property (including trade secrets) and confidential facts relating to the business and affairs of DELL and that every person from NITC associated with the project shall be bound by the confidentiality obligations.
- 3.6 NITC agrees that any publication including but not limited to news article, advertisement, announcement or publicity pertaining to this Agreement or its content shall be prepared in mutual consultation and released only based on prior approval of DELL.
- 3.7 NITC agrees that it shall not record or attempt to record any of the sessions or discussions between Dell and NITC without prior written approval from Dell.
- 3.8 NITC shall, not directly or indirectly, act or omit to act or carry out any activities that would cause harm or damage the name, credibility, brand or reputation of DELL or which would be detrimental to the business interest of DELL.
- 3.9 NITC agrees that all hardware and software provided by DELL shall at all times remain the property of DELL. NITC shall ensure that such property of DELL are identified clearly and shall ensure that the same is at all times free from any encumbrances of any manner. NITC shall not have any lien over such property of DELL and DELL shall at any time be entitled to take back such property under prior intimation to NITC.

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3.10 Regular cadence will be set up by NITC and Dell as mutually agreed and communicated during the course of the curriculum to monitor progress

**4. Intellectual Property:**

4.1 NITC shall promptly disclose to DELL Technologies Inc, all Intellectual Property developed by NITC solely or jointly with others, in the course of its association with DELL under this Agreement and specific to the projects associated with DELL. Intellectual Property includes each discovery, idea, improvement, or invention created, conceived, developed alone or with others, which relates to DELL's business or results from the use of DELL's equipment, supplies, facilities, or information.

4.2 Dell shall retain ownership of its pre-existing Intellectual Property and any improvements, derivatives or enhancements to such pre-existing Intellectual Property

4.2 NITC agrees that all Intellectual Property in whatever form, developed by NITC or students of NITC in the course of this MoU, shall be jointly owned by Dell and NITC without any additional compensation to NITC or its students.

4.3 NITC will assist DELL in all ways, including giving evidence and executing any documents deemed helpful or necessary by DELL to establish, perfect, and register worldwide, at DELL's expense, such rights in Intellectual Property. NITC will not do anything in conflict with DELL's rights in Intellectual Property and will cooperate fully to protect Intellectual Property against misappropriation or infringement by third parties.

4.4 Nothing contained in this Agreement will be construed as granting NITC any rights, licenses or title in or to any Dell products or Dell's Intellectual Property

**5. TERM AND TERMINATION**

5.1 This Agreement shall be effective from \_\_\_\_\_ and is valid for a period of 12 months and can be extended for further period after mutual agreement between the Parties and shall continue to be in effect unless terminated as per the provisions of this Agreement.

5.2 Either Party can terminate this Agreement at will by giving 15 (fifteen) days prior written notice to the other Party.

5.3 Without prejudice to any rights and remedies which it/ he may have, either Party may, after giving 7 days' notice to the other Party, terminate this agreement if the other Party commits a material breach of this Agreement and

a) the breach being remediable, the defaulting Party fails to remedy that breach within (30) thirty days after notice from the non-defaulting Party to do so; or

b) the breach is non-remediable and comprises a breach of a fundamental condition.

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A handwritten signature in blue ink, appearing to be "Shelesh.C", is written over a horizontal line.

5.4 Termination of the Agreement shall be without prejudice to any accrued rights of the Parties as of the date of the termination.

5.5 On termination of this Agreement, NITC shall promptly deliver to a designated representative of DELL all originals and copies of all materials, documents and property of DELL which are in their possession or control. NITC shall if requested by Dell also facilitate meeting of the designated representatives for review of the confidential and proprietary information known or possessed by NITC and to confirm DELL's rights regarding protection of the confidential and proprietary information and the disclosure to DELL and its ownership of intellectual property.

## 6. LIABILITY

Both parties shall not be liable to each other for any special economic or consequential loss or damage suffered (including but not limited to loss of profits, loss of anticipated savings or loss of an opportunity).

## 7. FORCE MAJEURE

7.1 Neither Party shall be liable to any other Party for non-performance or defective or late performance of any obligation hereunder, to the extent and for such periods of time as such non-performance or defective or late performance is due to reasons outside the Party's reasonable control, including acts of God such as fire, explosion, flood or other natural calamity, or from any relevant governmental action, court order or decree (hereinafter, a "Force Majeure Event").

7.2 The Party not performing fully or on time shall continue to take all actions reasonably within its power to comply as fully as possible with this Agreement except where the nature of the Force Majeure Event shall prevent it/him from so doing.

7.3 The Party failing to perform fully or on time shall notify the other Party in writing immediately on the occurrence of such Force Majeure Event, and shall in every instance, to the extent it/ he is capable of so doing, use its/ his best efforts to remove or remedy such Force Majeure Event.

## 8 DISPUTE:

8.1 If any dispute shall at any time arise between the Parties hereto with reference to meaning or effect of any clause to this Agreement or rights or liabilities of Parties hereto, then all disputes in connection to this MOU are governed by the laws of India, and the exclusive place of jurisdiction for any dispute will be the courts at Bangalore

8.2 This Agreement shall be subject to jurisdiction of courts in Bangalore only.

## 9 GENERAL

9.2 This Agreement shall constitute the entire agreement between the Parties hereto and

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supersedes any and all prior agreements whether formal, informal oral or written between the Parties hereto.

- 9.3 The failure of either party to exercise, or its delay in exercising any right, power, or privilege available to it hereunder shall not operate as a waiver thereof, or preclude any other, or further exercise thereof, or the exercise by the party of any other right, power or privilege hereunder.
- 9.4 This Agreement may not be assigned by either Party without the prior written permission of the other Party.
- 9.5 Both Parties shall be responsible for the relevant statutory compliances as relevant to their respective organization and to the scope of work as contemplated herein.
- 9.6 Any notice required to be served hereunder shall be deemed to have been duly served if sent by and delivered in writing in a form enabling confirmation of delivery, either by hand, by air courier, or by facsimile transmission with a confirmation letter to the address given above (or such other address as either Party shall specify from time to time in writing).
- 9.7 If any provision of this Agreement shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed amended or deleted insofar reasonably consistent with the purposes of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

IN WITNESS THEREOF the Parties have set their hands to this Agreement on the day, month and year hereinabove written in the presence of the following Witnesses.

Accepted and Approved for

DELL International Services India Pvt Ltd

Signature: Shelesh C

Name: SHELESH CHOPRA

Designation: SENIOR DIRECTOR

Witness (Name and Signature)

1. PRAVEEN K.R  
PRAVEEN. K. R

Accepted and Approved for

National Institute of Technology,  
Calicut

Signature: Dr Jose Mathew

Name: DR JOSE MATHEW

Designation: CHAIRMAN, CIIR  
NIT CALICUT

Witness (Name and Signature)

1. S.D Madhu Kumar  
S.D Madhu Kumar

