



## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made on this 28<sup>th</sup> day of November 2022 ("the Effective Date") at Chennai

Between

**The WB National University of Juridical Sciences**, a State University established under the WBNUJS Act, 1999 (West Bengal Act IX of 1999) adopted by the West Bengal Legislature in July 1999 having its office at Dr. Ambedkar Bhavan, 12, LB Block, Sector III, Salt Lake City, Kolkata - 700, (hereinafter collectively along with its IPR Chair referred to as "**NUJS**" which expression shall mean and include its successors-in-interest, executors and permitted assigns) of the **ONE PART**

And

**Cognizant Technology Solutions India Private Limited**, having its registered office at Techno Complex, 5/535, Old Mahabalipuram Road, Okkiam Thorai pakkam, Chennai, Tamil Nadu, Pin - 600097, India (hereinafter referred to as "**Cognizant**" which term shall mean and include its successors-in-interest, executors and permitted assigns of the **SECOND PART**

NUJS and Cognizant shall herein individually be referred to as "Party" and collectively as "Parties".

**Whereas:**

NUJS, The National University of Juridical Sciences, Kolkata is an academic community committed to the pursuit of knowledge, wisdom, discovery, and creativity. Its mission is to provide student-centric education and foster personal and intellectual growth to prepare students for productive careers, meaningful lives, and responsible citizenship in a global society.

In pursuance of the aforesaid, NUJS and its IPR Chair wishes to partner with Cognizant for various programs as detailed under section 1 of this MOU which shall enable Cognizant to leverage its expertise in this field to create a quality program and be part of NUJS projects.

NOW THEREFORE it is mutually agreed and declared by and between the Parties as under

### 1. Scope of Engagement for this MOU shall be

- Review/advisory on course, seminar, workshop curriculum, structure of the special courses.
- Cognizant experts offering lectures to students, free counselling on legal career/guidance etc.



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- c. NUJS shall provide opportunities for Cognizant to take up interns and campus hires. NUJS shall post the job openings available for experienced alumni students in its respective site and Cognizant shall independently conduct such interviews and finalize hiring of any alumni students.
- d. NUJS and Cognizant shall conduct periodical joint seminars as speakers, panel members, moderators etc. and such seminars shall be published in appropriate journals.
- e. Ascertain slot in college magazine for Cognizant Articles written by attorney's working in Cognizant Legal team.

## **2. Content development**

- a. Cognizant hereby agrees that it will nominate legal experts from the legal department to provide advisory support to NUJS and it's IPR Chair in creating the content & curriculum for any proposed programs.
- b. In the event of NUJS and it's IPR Chair developing any correspondence courses, which can be availed by Cognizant legal team employees at independent capacity, NUJS and it's IPR Chair shall inform Cognizant of the same and the Parties shall mutually agree on the terms under which Cognizant legal team employees can enroll for those courses.
- c. NUJS and Cognizant may conduct joint Legal and IPR Hackathon every year.

## **3. Faculty / Staff Development and Joint Seminars**

- a. Cognizant will, nominate members from the legal department as Guest Lecturers or presenters to impart trainings, guest lectures to the students, as may be requested by NUJS and it's IPR Chair.
- b. Cognizant and NUJS shall support each other in carrying out faculty/corporate Cognizant Lawyer development programs including but not limited to trainings, seminars, workshops, and other related activities

4. **Scholarship** – This MOU is non - financial in nature and no scholarship program is being offered by Cognizant nor NUJS.

## **5. Financial Terms**

Cognizant will receive neither any compensation or consideration in return for the support covered under this MoU nor would it be required to provide any fund or scholarship or any expense under the scope of this MOU.

## **6. Terms and Termination**

It is agreed that the Parties shall jointly explore and work together for a period of 3 years from the Effective Date hereof to give effect to the intent and purpose of this MOU, and which may be





extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof but after giving notice of 30 days to the other party. Furthermore, this MOU may be terminated by either Party upon written notice to the other Party if the other Party commits a material breach of any of its obligations under the MoU and fails to cure such breach within thirty (30) days after receipt of notice of such breach.

#### **7. Exclusivity**

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

#### **8. Entire agreement**

This MOU constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

#### **9. Legal status of the parties**

This MOU shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

#### **10. Confidentiality**

Both the parties will take reasonable measures to protect the secrecy of the information received or acquired during operation of the course of each matter. Party shall not use the Confidential Information for any purpose whatsoever except as expressly shares in writing and discussed with each other contemplated under this MOU.

In addition, Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that the Receiving Party: (a) gives Disclosing Party reasonable written notice to allow Disclosing Party to seek a protective order or other appropriate remedy; (b) discloses only such Confidential Information as is required by the governmental entity; and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.





## 11. Intellectual Property Rights, Trademarks/ Trade Names, Copy Rights, Marketing etc.

Any course content, curriculum, training manual, instruction material (physical or digital) or other relevant material ("Materials") that is integrated into the curriculum in pursuance of this MOU shall be owned exclusively by NUJS with due recognition and credit to Cognizant wherever applicable. NUJS may use such Materials and other contents created under this MOU for academic and commercial purposes as deem fit in independent capacity. For the avoidance of doubt, there shall be no financial benefits derived by Cognizant during the course of NUJS using the Materials and contents for such other academic or commercial purposes.

For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copy rights, service marks, patents, logos, letter heads, other published material, stationary etc. in respect of Cognizant's name / brand name, shall solely and absolutely vest in Cognizant and NUJS shall have no claim, lien or encumbrance thereof directly or indirectly except upon receiving the prior written consent of Cognizant for usage of trade mark/trade name, brochures, published material for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from Cognizant and subject to conditions, restrictions & for the period as may be prescribed by Cognizant.

### **Marketing:**

Cognizant hereby agrees to allow NUJS to refer to it as an 'Industry Partner' and make use of its name and logo for publishing on NUJS's website during the term of this MOU. Further NUJS and its IPR Chair may make such public announcements in media on the collaboration with Cognizant and the benefits thereupon to the legal sector.

Cognizant hereby agrees that the consent of no other person or entity is required to enable NUJS to use its logos and that such use in accordance with the terms of this MoU will not violate or infringe upon the trademarks, trade names, copyright, artistic of Cognizant, and/or other rights of any third parties.

## 12. Limitation of Liability:

In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damage or such damage could have been reasonably foreseen by such Party. In no event shall Cognizant's liability to NUJS or any other person or entity, arising out of or in connection with this MOU or the Services exceed, in the aggregate, INR Five Thousand Only.



A handwritten signature is located below the circular stamp, consisting of several fluid, connected strokes.



### 13. Jurisdiction

The MOU would be governed by Indian law and all or any of the disputes are subject to the exclusive jurisdiction of Delhi courts only.

14. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MOU OR EACH STATEMENT OF WORK, NEITHER PARTY MAKES ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 15. Compliance of Anti Bribery Laws in India

NUJS agrees to comply with all Anti-Corruption Laws in force in India in performance of this MOU.

This MOU is signed by the authorized representatives of both the Parties.

*For and on behalf of*

*The WB National University of Juridical Sciences*

*N K Chakrabarti*  
28/11/22

(AUTHORISED SIGNATORY)

**Prof. (Dr.) Nirmal Kanti Chakrabarti**  
Vice Chancellor

The WB National University of Juridical Sciences  
"Dr. Ambedkar Bhawan" 2nd B Block, Sec-III  
Salt Lake City, Kolkata-700 106  
E-Mail: [nujs@nujs.edu](mailto:nujs@nujs.edu)

**Name:** Prof.(Dr.) N K Chakrabarti

**Designation:** Vice-Chancellor

*Pinaki Ghosh*  
(PINAKI GHOSH)

*Amitava Das*  
(AMITAVA DAS)

*For and on behalf of*

*Cognizant Technology Solutions India  
Private Limited*



(AUTHORISED SIGNATORY)

**Name:** Subhadip Sarkar

**Designation:** Vice President – Legal

*[Signature]*  
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