

## MEMORANDUM OF UNDERSTANDING

This Agreement establishes a basis for mutual understanding between GlobalLogic India Private Limited (formerly known as GlobalLogic India Limited), having its registered office at 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2<sup>nd</sup> to 8<sup>th</sup> Floor, Plot No.7, Oxygen Business Park SEZ, Tower, 3, Noida-Greater Noida Express way, Sector 144, Noida, Uttar Pradesh 201304 (hereinafter referred to as "GlobalLogic" or "Internship Organization") as first part

And

**GLA University** (hereinafter referred to as "Partner Institution" or "the College") in the implementation of the Internship Education concept, recognizing its benefits to the Student, Internship Organization, and College.

NOW, THE FIRST AND SECOND PARTIES herein and hereby agree to collaborate for the purpose of initiating, developing and implementing programs of Internship in Engineering/ Management sector with \Partner Institution (PI) and the Internship Organization agreeing to utilize its resources for conducting such training.

### I. Objective of Industry Academy program

The Parties desire to collaborate with each other to develop academic and educational cooperation and to promote mutual understanding between the two organizations (hereinafter referred to as the "Purpose").

### II. STATEMENT OF INTENT & SCOPE OF MOU

1. Both Parties agree to explore the opportunity of developing the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity:

- a) Help develop Faculty and researchers
- b) Developing prototypes, live projects, and research projects for mutual benefit
- c) Help build academic information and materials
- d) Promoting collaboration in fields of mutual interest
- e) Promoting other academic co-operation as mutually agreed

1.2. The development and implementation of specific activities based on this MOU will be planned by the Schools/Departments that carry out the specific projects. Both parties agree to carry out these activities in accordance with the laws and regulations of the respective countries.

1.3. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support at the end of the concerned Party.

1.4. The Parties are also willing to explore the following to enhance industry-academia partnership:

- a) GlobalLogic agrees to help **GLA University** in building programs for engineering graduates in the third/fourth year of their graduation, for improvement in their Technical Skills and corporate mannerism.
- b) To improve their subject knowledge and awareness in their third/Fourth year, GlobalLogic may consider engaging a few of them in their technology environment, if possible. The possibility of setting up a prototype version of this environment at **GLA University** will be explored.
- c) GlobalLogic may at its sole discretion, invite students who have gone through skills enhancement workshops as part of the Industry academy program, to participate in its Campus / off-campus placement drive as per defined guidelines and criteria.
- d) Both the parties may make efforts to organize a Technology Conclave to promote thought leadership in the areas of Emerging technologies, Innovative solutions, and Management issues



Ashok Kumar Singh  
Registrar  
GLA University

7 Km. Stone, NH-2, Mathura-Delhi Road  
Mathura (U.P.) INDIA



### III. TERM:

The term of this Agreement shall be effective from 10/06/24 till 03/06/26 unless terminated earlier or renewed at the option of the Parties from time to time on mutually accepted written terms and conditions.

### IV. NON-SOLICITATION

During the term of this Agreement and for six months thereafter, Partner Institution shall not, without the prior written consent of GlobalLogic, deploy any individual/ student/ Interns who has perform any services directly or indirectly for a current Client of GlobalLogic under this Agreement, with any of GlobalLogic competitors.

### V. Termination

This MOU, may be terminated without cause at any time by GlobalLogic upon fifteen (15) business days' written notice to Partner Institution.

### VI. Confidential Information

Neither party or its employees, agents, or subcontractors shall use or disclose to any person or entity any Confidential Information of the other party (whether in written, oral, electronic, or other form) which is obtained from the other party or otherwise prepared or discovered either in the performance of this Agreement.

### VII. AMENDMENT:

This Agreement may only be amended by written agreement between the parties hereto.

### VIII. NOTICES:

Any notice or communication shall be in writing and may be sent by email, hand/fax or registered mail to its registered office at GlobalLogic India Private Limited 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2<sup>nd</sup> to 8<sup>th</sup> Floor, Plot No.7, Oxygen Business Park SEZ, Tower, 3, Noida-Greater Noida Expy, Sector 144, Noida, Uttar Pradesh 201304 and GLA University, Mathura, 17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406.

### IX. GOVERNING LAW; VENUE:

This Agreement is governed by the laws of India without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Parties agree that the court of Delhi shall have the exclusive jurisdiction.

### X. CODE OF CONDUCT:

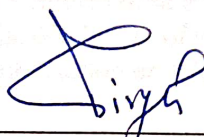
The Partner Institution and its Personnel shall adhere to GlobalLogic's Vendor Code of Conduct which can be accessed at <https://www.globallogic.com/in/globallogic-vendor-code-of-conduct/>

*I certify that I have read, understood and have received a copy of this Memorandum of Understanding.*



GlobalLogic India Private Limited  
(Internship Organization)

Date 14-08-2024



GLA University, Mathura

Date 10-06-2024

**Ashok Kumar Singh**  
Registrar  
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road  
P.O.-Chaumuhan, Mathura (U.P.) INDIA

## Mutual Non-Disclosure Agreement


1. **GlobalLogic India Private Limited** GlobalLogic India Limited (formerly known as GlobalLogic India Limited), having its registered office at 207 Gupta Arcade, Plot No. 5, L.S.C Mayur Vihar Phase 1 Extension, Delhi- 110091 and corporate office at 2<sup>nd</sup> to 8<sup>th</sup> Floor, Plot No.7, Oxygen Business Park SEZ, Tower, 3, Noida-Greater Noida Expy, Sector 144, Noida, Uttar Pradesh- 201304 ("Premises") (hereinafter referred to as "GlobalLogic" or "Disclosing Party ") And GLA University, Mathura, 17km Stone, NH-2, Mathura-Delhi Road Mathura, Chaumuhan, Uttar Pradesh 281406, hereinafter referred to as "Consultant", which expression, unless it be repugnant to the context or meaning thereof, mean and include its employees, representatives, affiliates and successors in interest) of the Other Part. (hereinafter referred to as the "Receiving Party" wish to exchange information for the purpose of potential future business opportunities. In connection therewith, GlobalLogic and the Company contemplate exchanging non-public, confidential and/or proprietary information. In order to better facilitate the above-referenced discussions, the parties hereby agree to the terms and conditions of this Mutual Non-Disclosure Agreement as set forth below on this 14 day of 4, 2024.

2. The parties recognize and agree that, in connection with the above-referenced discussions and potential business transactions, information relating to a party's business (including, without limitation, computer programs, manuals, source code, object code, technical drawings and algorithms, supplier or potential supplier names, customer or potential customer names and expertise of entities, business contacts, employees and consultants, knowhow, formulae, methods of doing business, processes, ideas, inventions, (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), may be disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party"), which information, to the extent previously, presently, or subsequently disclosed to a party hereto, is hereinafter referred to as "Proprietary Information."

3. The Receiving Party agrees: (i) to hold the Disclosing Party's Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived there from to any third person without the prior written consent of the Disclosing Party and, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally the potential transaction referenced above, and will not compromise the integrity of data or process of the respective Company. (iv) not to copy or reverse engineer any such Proprietary Information, and (v) not to export or re-export (within the meaning of export control laws or regulations) any such Proprietary Information or product thereof. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or has become (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession (without restriction) or known by it prior to receipt from the Disclosing Party, or (iii) was lawfully disclosed to it by a third party (without restriction), or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses reasonable efforts to limit such disclosure and to obtain confidential treatment or a protective order and has promptly notified and allowed the Disclosing Party to participate in any proceeding which involves the issue of disclosure of Proprietary Information. (v). Nothing contained in this Agreement shall preclude disclosures necessary to comply with accounting and other disclosure obligations imposed by law, as amended.

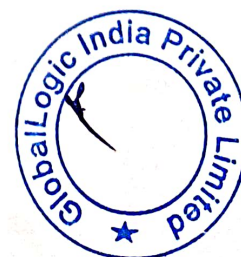
4. In addition, both parties agree to treat the fact that the parties are having discussions regarding a potential transaction and the nature of the potential transaction confidentially.

5. Within ten days of receiving a request by the Disclosing Party, at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires the Disclosing Party to proceed with any transaction or relationship.



Ashok Kumar Singh  
Registrar  
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road  
PO -Chaumuhan, Mathura (U P) INDIA



7. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and, therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9. This Agreement shall be governed by the law of India and place of jurisdiction will be Delhi.

10. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be in effect whether or not parties enter into a business agreement. All of the obligations of this Agreement shall continue as follows: (i). Should parties not enter into any business agreement upon mutual discussions, this agreement shall expire two (2) year from its execution. (ii). Should parties enter into a business agreement, then this agreement shall expire two (2) year after the expiration or termination of that business agreement.

11. No waiver or modification of this Agreement will be binding upon a party hereto unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right by a party hereto will be deemed a waiver.

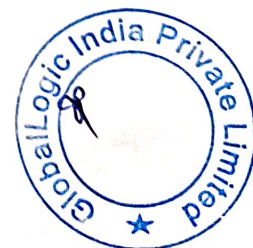
12. The Receiving Party and its Personnel shall adhere to GlobalLogic's Vendor Code of Conduct which can be accessed at <https://www.globallogic.com/in/globallogic-vendor-code-of-conduct>

13. RECEIVING PARTY (AN "INDEMNIFYING PARTY") SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE DISCLOSING PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, FINES, CAUSES OF ACTION, DAMAGES, LIABILITIES, COSTS, PENALTIES, TAXES, ASSESSMENTS, CHARGES, PUNITIVE DAMAGES AND EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARE INCURRED BY INDEMNIFIED PARTY (COLLECTIVELY, "LOSSES") AS A RESULT OF ANY (i) BREACH OR NON-FULFILLMENT OF ANY REPRESENTATION, WARRANTY OR COVENANT UNDER THE AGREEMENT BY INDEMNIFYING PARTY; (ii) NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF INDEMNIFYING PARTY (INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT) IN PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT.



Ashok Kumar Singh  
Registrar  
GLA University

17 Km, Stone, NH-2, Mathura-Delhi Road  
P.O. Chaudhwan, Mathura (U.P.) INDIA





GlobalLogic India Private Limited  
(formerly known as GlobalLogic India  
Limited)

By: \_\_\_\_\_

Name: RAJAT KUMAR MEHTA

Title: VICE PRESIDENT, FINANCE



GLA University, Mathura

By: \_\_\_\_\_

Name: Mr. Ashok Kumar Singh

Title: Registrar, GLA University, Mathura

**Ashok Kumar Singh**  
Registrar  
GLA University  
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