Memorandum of Understanding (MOU)
Between
Wipro Ltd - India
and
Jaypee Institute of Information Technology, Noida
For Industry Academia Collaboration

This Memorandum of Understanding (hereinafter called as the "MoU") establishes the collaboration between ***Wipro Ltd-India*** **("Wipro")** and ***JIIT University*** in developing an accessible avenue for domain learnings and professional development of the students/fresh graduates and/or undergraduates to improve their employability post successful completion of the program.

THIS MoU, entered into this **16-Jan-2025**, by and between **Wipro Ltd-India** and ***JIIT University*** Whereas, ***JIIT University*** agrees to promote *Wipro's Learning Initiative,* its objectives and benefits, to their students and encourage participation.

Whereas *Wipro Ltd-India* agrees to deliver virtual &/or classroom (as applicable) learning sessions to the students of **JIIT University**.

I. MISSION

This collaboration of both parties mentioned above aims to provide a complete knowledge intensive and job-oriented training program to students and fresh graduates for continuous learning about the IT Services Industry and to acquire the required competencies and other essential skills deemed helpful for their personal and professional growth in this industry.

Wipro Ltd-India shall endeavour to provide valuable domain knowledge and learnings from these sessions that will groom the students and fresh graduates of **JIIT University**.

JIIT University shall endeavour to promote and encourage its students to participate in these sessions and provide any support required by ***Wipro Ltd-India*** to successfully conduct the program.

II. PURPOSE AND SCOPE

The purpose of this MoU is to collaborate and promote industry specific training to the student and fresh graduates and / or Undergraduates to help them learn and acquire critical skills that will improve their employability and make them ready for Industry opportunities in future. This will also help them to understand the different career opportunities that ***Wipro Ltd-India*** and other IT Services industries can offer.

Through this MoU, **Wipro Ltd-India** *and* ***JIIT University*** *shall carry out a* collaborative work to achieve the purpose and in agreement to the following points:

1. The course curriculum of the skill-based training program to be curated by Wipro Ltd in partnership with the institute faculty members and concerned authorities. The institute is to ensure that the skill-based training is adjusted in the syllabus and appropriate credits be awarded to the candidates for undergoing the training.

2. The program will be introduced to the students from specific eligible branches in the end of their 5th Semester post which interested students will be put through an initial screening assessment in the same semester.
3. The skill-based training will be divided in two halves and the first part of it will be extended to students clearing the initial screening assessment in the 6th Semester. Institute is required to ensure availability of proper infrastructure for enabling the virtual skill-based training. Wipro technologies Ltd to run the curriculum of the first part of the training in partnership with its training partner spanning across 6th Semester and the institute to ensure that the attendance of pre-selects during the entire duration.
4. Pre-Selects to be put through an advanced assessment towards the end of their 6th semester to test them on the curriculum imparted in the first part of the skill-based training. 2nd Part of the skill-based training to be initiated in the 7th semester only for the pre-selects who successfully clear the advanced assessment. Wipro technologies Ltd to run the curriculum of the second part of the training in partnership with its training partner spanning across 7th Semester and the institute to ensure that the attendance of pre-selects during the entire duration.
5. The pre-selected students post completion of the second level of skill-based training will undergo a personal interview process comprising of multiple rounds towards the end of their 7th semester. These students shall undergo a selection process to evaluate and shortlist students based on their skills, and performance. Upon successful completion of the selection process, Wipro may extend a conditional letter of intent to the selected students. The letter of intent will be subject to the following conditions:
   a. Background check verification
   b. Satisfactory performance in all required examinations/assessments/interviews.
   c. Compliance with the Wipro's policies and procedures.
   d. Any other terms and conditions specified in the letter of intent.
6. Background Verification Process will be initiated for the candidates who have accepted the letter of intent, and the candidates are expected to complete the documentation process within the duration as specified by Wipro.
7. The program involves various engagement efforts that Wipro technologies Ltd will be leading with the LOI extended candidates during their 8th semester. Institute is required to ensure maximum participation of final selected students for these post offer engagement sessions. These sessions may be conducted virtually or in person.
8. Pre-selected Students who successfully undergo this program, may be given an internship opportunity in their 8th Semester (4th Year) by Wipro Technologies Ltd either in its premises or remotely through the Wipro Technologies Ltd Lab which will be setup in the Institute.
9. Day 1 hiring priority to be given to Wipro for the candidates who are part of the training program. Candidates who do not clear the Wipro's assessment process is free to apply to other opportunities.
10. All the candidates who successfully complete the training program will be awarded with a course completion certification by Wipro.

III. RESPONSIBILITIES

Wipro Ltd-India and ***JIIT University*** have appointed special points of contact (SPOC) to coordinate and implement the activities mentioned in this MoU. The initial appointees from each organization are:

Name: Vivek Kumar Khokhar
Organization/Position: Global Delivery Head-Digital Identity, CRS/WEF, **Wipro Ltd-India.**
Address: Wipro GNDC, Greater Noida.
Contact number: +91-9971097605

Name: Prayaga Venkat Surya Prakash
Organization/Position: Director, Wipro Ltd-India.
Address: Wipro GNDC, Greater Noida.
Contact number: +91-9899969902

Above SPOCs on behalf of *Wipro Ltd-India.,* will:

- Coordinate with Wipro's Talent Skilling Team, and other department speakers and plot the details of the training
- Coordinate with the ***JIIT University*** SPOC and confirm the session details.

Following SPOCs on behalf of ***JIIT University.*** will:

Name: Prof. (Dr.) Vikas Saxena
Organization/Position: Director & Head (CSE&IT Dept)
Address: **JIIT University, A-10, Sector-62, Noida-201309**
Contact number: 9818958936

and,

Name: Brigadier Sanjay Dawar (Retd)
Organization/Position: Head-T&P
Address: **JIIT University, A-10, Sector-62, Noida-201309**
Contact number: 9518629381

- Promote the objectives and goals of this initiative to the identified audience.
- Coordinate with *Initiative SPOC from TS* on the session details and share the same to the identified audience.
- Inform the audience of the terms of the program. Whereas program will be facilitated virtually or on institute premises of **JIIT University**.
- ***JIIT University*** shall establish a CoE lab with the specified infrastructure requirements of Wipro and shall use the CoE lab for imparting the course/training. This lab shall be exclusive to the use of the purpose stated by Wipro. The complete training requirements like classroom, systems with required configuration and any technology requirements for the Lab will be completely borne by **JIIT University.**
- Coordinate with *Initiative SPOC from Wipro* on the feedback

IV. TERMS OF UNDERSTANDING

The term of this MoU is for a period of **January 2025** to **December 2025** *of MOU.* It shall be reviewed at least once annually, to ensure the agreement continues to hold and achieve its purpose. Any revision must be agreed by both the parties.

Either **Wipro** or ***JIIT University*** may terminate this MOU upon thirty (30) days written notice.

Not with standing anything to the contrary, under no circumstances will either party be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages.

In any case, Wipro's shall not have any monetary liability to **JIIT University**, regardless of the form of any claim by **JIIT University**, including costs, attorneys' fees and expenses.

Except as stated herein, Wipro makes no warranties, express or implied, with respect to the training provided hereunder, including, without limitation, any warranties as to merchantability or fitness for a particular purpose.

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials including training materials and survey reports, property or proprietary interest that it owned prior to this MOU, or that it created or acquired independently of its dealings with the other party pursuant to this MOU (collectively, "Preexisting Works"). All rights in Preexisting Works not expressly transferred or licensed herein are reserved to the owner.

Confidentiality. The parties acknowledge that, during the term of this MOU, it may be necessary for Wipro to provide documentation, training materials, technical and business information and/or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other party or the students of **JIIT University** . All Confidential Information provided or disclosed by Wipro hereunder shall remain the property of Wipro and shall beheld in strict confidence by ***JIIT University*** or its students unless Wipro otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws.

Confidential Information furnished by Wipro hereunder (i) shall not be reproduced or copied, in whole or in part, by ***JIIT University*** or its students except for use as specifically authorized by this MOU; (ii) shall, together with any copies thereof, be returned to Wipro, or at the request of Wipro, destroyed, when no longer needed for purposes of this MOU; and (iii) shall only be disclosed by ***JIIT University*** or its students to those who have a need to know such Confidential Information in connection with the performance of this MOU; and who have agreed to comply with the confidentiality obligations set forth herein.

Anti Bribery. ***JIIT University*** and each of its directors, officers, employees, agents or other representatives represents and warrants that it will not in connection with its obligations under this MoU or any other agreement with Wipro, give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or

entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity, induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official's influence improperly to affect or influence an act or decision.

JIIT University understands and acknowledges that any non-adherence to the warranty as stated hereinabove will be violative of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, U.K. Bribery Act 2010 and the Indian Prevention of Corruption Act, 1988 ("Anti- bribery Laws"). In addition, Wipro shall promptly report to the Service Provider of any incident of breach or potential breach of this section. Additionally, ***JIIT University*** shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including Internal to Wipro court costs and reasonable attorney fees resulting from any breach of this warranty by the Company or its partners. Wipro shall have the right to terminate this MoU with immediate effect, without any liability whatsoever, if ***JIIT University*** is in breach of this warranty.

Wipro shall have the right to audit **JIIT University**'s compliance with the provisions of this Section.

JIIT University agrees not to use the name, logo, brand, or any other identifying marks or intellectual property of Wipro in any media, advertisement, publicity, or promotional materials. ***JIIT University*** further agrees not to refer to Wipro, directly or indirectly, in any media interactions or communications, press releases, interviews, or advertising campaigns without the prior written consent of Wipro.

V. AUTHORIZATION AND EXECUTION

The signing of this Memorandum does not constitute a formal undertaking and as such it shall be non-binding and it simply intends that the parties shall strive to reach, to the best of their abilities, the Project objectives stated in this MOU.

This MOU shall be signed by Wipro and ***JIIT University*** and shall be effective as of the date first written above.

16/01/25

Date: 16-Jan-2025

Name: Vivek Kumar Khokhar
Title: Global Delivery Head - Digital Identity
Cybersecurity & Risk Services
Wipro Enterprise Futuring
Wipro Ltd-India.

BR Mehta
16.1.2025

Date: 16-Jan-2025

Name: Prof. (Dr.) Bodh Raj Mehta
Title: Vice Chancellor
JIIT University, Noida