

Memorandum of Understanding

This Memorandum of Understanding (“MOU”), dated 16th December, 2004 is made between **University Grants Commission**, a statutory body of the Government of India and constituted under The University Grants Commission Act, 1956 for coordination and determination of standards in higher education in the country and having its head office at Bahadur Shah Zafar Marg, New Delhi 110 002 (referred as “UGC”) and **Intel Technology India Pvt. Ltd.** having its registered office at 136, Airport Road, Bangalore 560 017 (referred as “Intel”). (UGC and Intel may be referred to herein individually as a “Party” and collectively as “Parties”).

Intel recognizes the efforts of UGC in promoting high standards across the Indian Higher Education system. Intel also recognizes the value the UGC has created by reaching out to all Colleges and Universities with a unique philosophy to address the needs of the student community, teacher community as well as the society at large.

Intel is a subsidiary company of Intel Corporation. Intel Corporation has been developing technology enabling the computer and Internet revolution that has changed the world. Founded in 1968 to build semiconductor memory products, Intel Corp. introduced the world's first microprocessor in 1971. Today, along with its subsidiaries, Intel Corporation not only provides hardware and software solutions but is also a leading player in the wireless and networking space.

This MOU is drawn out between UGC and Intel on the prospect that UGC and Intel as ‘Technology Advisor’ will collaborate on effective use of Information and Communication Technology (ICT), eLearning, research and training in the higher education system.

UGC & Intel find synergy in such initiatives and plan to work together for the development of the Higher Education System in India by effective deployment of ICT.

This MOU is intended to outline the general framework for collaboration between the Parties. As such, the actual details of each specific collaboration and/or transaction will be determined by Parties' mutual agreement pursuant to applicable definitive agreement(s). The initial goal of this collaboration is to outline and describe certain of the respective goals, strategies and objectives, as the case may be, as well as the intent of the Parties to conduct co-operative activities to establish and promote a mutually beneficial relationship.

Areas of mutual cooperation and roles of the Parties Intel

1. Intel will offer support to UGC in providing inputs for use of ICT in the higher education domain. Intel would also be associated, among others, in development of data and technical standards.
2. Intel will setup an Innovation centre alongwith UGC for demonstration and use of ICT in higher education. This center will showcase latest technologies available for faculty, staff and students of higher education (example – mobility, wireless, e-learning and collaboration). This Innovation Center is planned to be operational by June, 2005.
3. Intel will assist UGC to deploy wireless infrastructure in Universities and Colleges. Intel will work on fifty pilots, identified by UGC and Intel jointly, across the country, along with it's partners and UGC, and deliver these pilots by September, 2005.
4. Intel will collaborate with UGC to foster the spirit of research and development in mutually agreed areas (for example Materials Science, VLSI design) and share best practices to create a higher adoption rate. Intel will share such best known methods through special forums which may be planned once every quarter or at a mutually agreed frequency.
5. Intel will work with a consortium of Industry players in developing rapid deployable hardware packages to assist UGC's initiatives on enhancing the reach of education and create an attractive package of hardware including client solutions on open source, connectivity, software & training offerings for Universities, Colleges and Students.

6. Intel will make available free online subscription access to Technology @ Intel journals to higher education technical institutions across the country through UGCInfonet.
7. Expose key faculty from universities as well as the UGC Academic Staff Colleges to participate in the Intel Curriculum Development Workshops so that faculty can go back and change curriculum in their respective universities.

UGC

1. UGC will work in conjunction with Intel to come out with a framework for use of ICT in the higher education domain and in development of data and technical standards.
2. UGC will assist Intel to setup the Innovation Center and will reference it to key stakeholders in the Universities and Colleges to utilize this platform effectively.
3. UGC will assist Intel to deliver fifty wireless pilots in Universities and Colleges effectively. UGC will also work towards improved network resources within the Higher Education system and collaborate with Intel to systematically plan for such deployments on a larger scale.
4. UGC will assist Intel in conducting the Best Known Methods sessions on a regular basis and invite identified Universities and Colleges to these forums.
5. UGC will effectively inform key stakeholders within Higher Education system of special programs on hardware, connectivity, software and training offerings.
6. UGC will subscribe to Technology @ Intel journals, free of cost, and provide UGCInfonet as the mechanism to deliver it to the faculty and student community across India.
7. UGC will identify key faculty for participation in Intel Curriculum Development Workshops and inform the participants with regular updates or mailers.
8. UGC will monitor the efficacy of IT effectiveness and deployment and work with Intel to enhance the reach and scale out through periodic updates.
9. UGC will form a core team for each of the identified project.

Both Parties will work out the specific detailed logistics to execute this program. Each party shall bear its own costs in relation to the role to be performed under this MOU.

Joint Showcasing: UGC and Intel will jointly showcase the effectiveness of various programs in the MoU in appropriate forums, so that the best practices of UGC can be replicated elsewhere in other States and across the country.

Confidentiality: Confidential information exchanged between the Parties concerning the subject matter of this MOU shall be governed by the Corporate Non-Disclosure Agreement (“CNDA”) bearing number_____, in effect between the Parties. Except as expressly stated herein, neither Party shall use the other party’s name in advertisements, nor otherwise disclose the existence or content of this MOU, without the prior written consent of the other Party’s authorized representative.

Termination: Either Party may, without any termination obligations and liability, terminate this MOU for any reason by providing notice in writing of at least 30 days to the other Party. In case of the termination of the MoU, all assets created for the purpose of pilots under the MoU jointly by both the Parties will belong to the institutions where these are physically deployed.

No Legal Obligations: The Parties agree that provisions contained in this MOU do not create any legal obligations between the Parties, save for the confidentiality provisions in this MOU.

Relationship of the Parties: The Parties herein are independent contractors. This MOU does not create any agency, partnership, joint venture or any other business relationship between the Parties.

Non Exclusivity: Nothing in this MOU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.

Assignment: This MOU cannot be assigned to any third party, without the prior written consent of the other Party.

Limitation of Liability: Except for claims that may arise pursuant to Confidentiality clause, in no event shall either Party be liable to the other for any damages including, without limitation, direct, speculative, indirect, incidental, special or consequential damages in connection with this MOU.

Modifications: No variations, modification or alterations of any provisions of this MOU shall be effective unless made with the prior written agreement of the Parties.

Governing Law and Jurisdiction: This MOU shall be governed by and construed in accordance with the laws of India.

The signature of the Parties below indicates their agreement with the foregoing MOU.

UGC

By _____ Sd/-

Name: Prof. Arun Nigavekar
Designation: Chairman, University Grants Commission

Intel

By _____ Sd/-

Name: KETAN SAMPAT
Designation Director, Intel Technology India Pvt. Ltd.