

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is dated **16-07-2025** and effective (“Effective date”) from **16-07-2025**

**BY AND BETWEEN**

VIRTUSA CONSULTING SERVICES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at No. 34, IT Highway, Navalur, Chennai-600130, and represented by its authorized signatory Mr. Vasu Pendyala (hereinafter referred to as 'Virtusa which expression whenever used shall mean and include its successors, administrators and assigns) of the ONE PART.

AND **University College of Engineering (Autonomous) Osmania University**, declared as a **premier educational institution established in the year 1929** and having its campus at represented by its authorized signatory **Prof P Chandra Sekhar** (Hereinafter referred to as **University College of Engineering (Autonomous) Osmania University**, which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART;

(Virtusa and the **University College of Engineering (Autonomous) Osmania University** are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Virtusa is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems Integration and managed services to its customers.

AND WHEREAS the Partner is a **University College of Engineering (Autonomous) Osmania University** is a **premier educational institution** and has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS the **University College of Engineering (Autonomous) Osmania University**, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students in the field of **Information Technology (“IT”)**, has approached Virtusa with a proposal for forging an industry-institute academic alliance to facilitate and train the **University College of Engineering (Autonomous) Osmania University** students and faculty by utilizing Virtusa's relevant experience and projects, and by deputing its technicians at the lab of **University College of Engineering (Autonomous) Osmania University** with the object of providing exposure to the **University College of Engineering (Autonomous) Osmania University** faculty and students to current industrial needs and requirements.

AND WHEREAS Virtusa, has agreed to the proposal of the **University College of Engineering (Autonomous) Osmania University**.

AND WHEREAS this MOU is intended to be legally binding between the Parties and is enforceable in accordance with the applicable laws and regulations.

Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

**NOW THIS MOU WITNESSETH AS FOLLOWS:**

- I. That the Parties on this day have executed this MOU with an intention to enhance the quality of the education for students of the **University College of Engineering (Autonomous) Osmania University**, to train the faculty of the Second Party and also for the purpose of industry institute collaboration between the Parties subject to the following terms and conditions:
  - a. The **University College of Engineering (Autonomous) Osmania University** shall establish a lab with the specified infrastructure requirements of Virtusa and shall use the lab for imparting the course/training. This lab shall be used for other courses of the **University College of Engineering (Autonomous) Osmania University**, in each case, upon obtaining prior written consent from Virtusa.
  - b. Virtusa shall provide the **University College of Engineering (Autonomous) Osmania University** with the material and software, during the term of this MOU and the **University College of Engineering (Autonomous) Osmania University** shall use the materials and software under the guidance of designated representative of Virtusa and for the purpose specified under this MOU. The **University College of Engineering (Autonomous) Osmania University** shall return such material and software to Virtusa upon expiry or early termination of this MOU.
  - c. The **University College of Engineering (Autonomous) Osmania University** shall nominate two or three faculty members for undergoing the Trainer certification program in a virtual mode or at Virtusa office at Hyderabad or Chennai for the faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
  - d. The final year students to be trained shall be pre-selected by Virtusa (hereinafter referred to as the 'Pre-selected Students'.
  - e. The course will be imparted for the duration specified by the Virtusa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by the Partner for the Pre-selected students.
  - f. The **University College of Engineering (Autonomous) Osmania University** shall not charge the Pre-selected Students any fee for this course. If it is found that the **University College of Engineering (Autonomous) Osmania University** has charged fees for this program from students, Virtusa shall have the rights to terminate this MOU or pursue other remedies available at law against the Partner.
  - g. The **University College of Engineering (Autonomous) Osmania University** shall not train any students other than the Pre-selected Students. Virtusa shall have the discretion to make employment offers to any of the Pre-selected Students on completion of their graduation. Virtusa shall not be under obligation under this MOU to recruit any fixed number of Pre-Selected Students. Any of the Pre-selected Students who is not made an offer in the final selection is free to apply to any other company.
  - h. Virtusa shall be provided day 1 slot during the campus placements by the **University College of Engineering (Autonomous) Osmania University** and the CTC range shall be decided by Virtusa.
  - i. The **University College of Engineering (Autonomous) Osmania University** agrees to provide exclusive option and first right of refusal to Virtusa for recruitment of all students selected under this MOU. Accordingly, unless Virtusa exercises its first right to refusal to recruit such student(s) in writing, the selected students shall not be permitted to participate in recruitment processes of any other organization, except in

cases where the alternative offer qualifies as a 'Dream Offer,' defined herein as a counteroffer with a minimum of two times (2x) the annual Cost to Company (CTC) offered by Virtusa.

- j. Pre-selected Students who undergo this program as part of their pre-final semester will be given an internship opportunity by Virtusa either in its premises or through virtual mode.
2. The MOU shall be valid for three (3) years from the effective date and the Parties shall be at fully liberty to terminate the MOU for convenience by issuing prior written notice of thirty (30) days. Virtusa shall have the right to terminate this MOU in the event of breach of obligations by the Partner, by giving a prior notice of fifteen (15) days, during which period the breach is not remedied by the Partner.
3. The Parties shall take reasonable steps to ensure the successful performance of the obligations agreed and cooperate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with service motive and there is no monetary obligation/consideration involved herein between the Parties. However, the **University College of Engineering (Autonomous) Osmania University** shall bear all expenses incurred by the students towards providing infrastructure, network and internet access, other facilities required for the education and training and such other expenses in performing its obligations under this MOU.
4. Under no circumstances, shall the Parties be treated as the vendor, employee, contractor, representative and agent of the other.
5. Any information or documentation received by the **University College of Engineering (Autonomous) Osmania University** during the term of this MOU shall be deemed as 'Confidential Information' under this MOU. The Confidential Information includes, but is not limited to, any information, course material, plans, discussions, strategies or any material provided by Virtusa to the **University College of Engineering (Autonomous) Osmania University**, and Virtusa's technology including discoveries, inventions, research and development efforts, manufacturing processes, hardware/software (regardless of media) design and maintenance tools, and hardware/software product know-how, which may be disclosed by Virtusa to the Partner during the pendency of this MOU. Confidential Information shall also include any information marked "Confidential" or "Proprietary" but does not include any information already in the public domain or such information which was obtained from a third party. The **University College of Engineering (Autonomous) Osmania University** shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, **University College of Engineering (Autonomous) Osmania University** shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. The Partner or any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 5 years after.

The Parties shall not make unauthorized use of the trade name, trademark, copyright, patent, symbol, licenses, or designation belonging to the other party without prior written approval and permission of the other party. In the event, the **University College of Engineering (Autonomous) Osmania University** or any of its personnel/students/faculty breach its confidentiality obligations or infringe the intellectual property of Virtusa, Virtusa shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the **University College of Engineering (Autonomous) Osmania University** shall indemnify, defend and hold harmless Virtusa, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to damage to property, fraud, gross negligence, willful misconduct, breach of confidentiality obligations, breach of applicable laws and regulations and infringement of intellectual property.

- 6. Virtusa shall also provide requisite publicity material such as handouts, information brochures and posters, if it deems necessary. Upon expiration, termination of this MOU or when requested by Virtusa, the **University College of Engineering (Autonomous) Osmania University** shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Virtusa.
- 7. Except as expressly Provided in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential.
- 8. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
- 9. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
- 10. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
- 11. Either of the parties shall not use the name of the party in any advertisement or make any public announcement without the prior written approval of the other party.
- 12. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.
- 13. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination. .
- 14. Any dispute arising out this MOU shall be at the first instance attempted to be settled amicably between the parties. In case the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Chennai..
- 15. **University College of Engineering (Autonomous) Osmania University** agrees that, during the term of this MOU, and for a period of twelve (12) months following the expiration or termination of this MOU, it will not, except with Virtusa's prior written approval, directly or indirectly through a third party, refer for employment, solicit, hire, or offer employment to any employee or staff member of the Virtusa engaged under this MOU.

IN WITNESS WHEREOF the parties have caused this MOU to be executed by their duly authorized representatives.

For Virtusa Consulting Services Private Limited

For College of Engineering (Autonomous)  
Osmania University

Name:

Name: **Prof P Chandra Sekhar**

Designation

Designation: **Principal**

Signature:

Signature:



Date:

Date: **16/07/2025**

Private and confidential – MOU between Virtusa Consulting Services Private Limited and **University College of Engineering (Autonomous) Osmania University**





**Virtusa Consulting Services Private Limited**

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