

## Unisys Innovation Labs Collaboration Agreement

Unisys Innovation Labs ("UIL") Collaboration Agreement is between Unisys India Private Limited ("Unisys") and **SREE DATTHA INSTITUTE OF ENGINEERING & SCIENCE** ("College") entered into as of **25/07/2013** (Effective Date)

Agreement:

**A. Unisys Responsibilities**

For the purpose of imparting practical industry oriented training to students and industry exposure to the teaching faculty, Unisys will provide materials and support which may include: training materials, Unisys Proprietary software/ open source technologies, access via internet and cloud to Unisys Virtual/physical lab resources, training through webinars, seminars, workshops, project internships, or research internships to students and faculty of the College.

**B. College Responsibilities**

Encourage and sponsor a minimum of twenty (20) students/year and an appropriate number of faculty guides (collectively, the "Participants"), to participate in the UIL program, and to provide sufficient internet, desktop, classroom resources to the Participants so as to facilitate access to and participation in UIL programs and activities. Ensure that only authorized Participants who sign an agreement with Unisys as per **Annexure 1** are allowed to access UIL resources and participate in UIL activities.

**C. Usage of Unisys software, lab resources and training material**

Unless otherwise specified, all UIL material, equipment and services are provided strictly for authorized, non-commercial personal development of Participants. College may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained pursuant to this UIL Agreement.

**D. Intellectual Property and ownership**

All the information submitted or presented by the Participants to Unisys within the UIL program, including but not limited to presentations, documents, e-mails, messages, text, graphics, and images are the property of Unisys (this includes all rights to any and all intellectual property contained therein). This submitted information may include existing or new concepts such as: technical concepts, improvement plans, technologies, production information, manufacturing methods and processes, business methods, blueprints, test data, research reports, professional pollsters, technical drawings specifications, process manuals, written instructions for operating the process and analytical means to check and control the product and processes, details of workshop practice, technical training and personal visitation and inspection. College will not have any claim on intellectual property developed by or derived from information submitted by the Participants.

**E. Indemnity**

The College hereby further agrees to indemnify and hold Unisys and its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents, co-branders or other partners, and employees (collectively, "the indemnities"), harmless from any claim or demand, including legal expenses on a full indemnity basis, made by the College or any third party in connection with or arising out of using and participating in the activities through the UIL program.

**F. Advertising**

- i) College requires prior written approval from Unisys for all advertising material that it may use on UIL activities. Unisys will respond to requests for approval in a timely manner;
- ii) Unisys may advertise regarding UIL activities without prior consent from the College; and
- iii) Joint advertisement of UIL activities may be undertaken after obtaining mutual consent of the parties on the proposed advertisement content.

**G. Confidentiality**

The terms of Non-Disclosure Agreement (Annexure 2) will govern the use and protection of confidential information under this agreement.

**H. Arbitration**

Any dispute arising in furtherance of these Terms & Conditions shall be served on the other, be submitted to binding arbitration. Said arbitration shall comply with and be governed by the provisions of the Arbitration and Conciliation Act, 1996. We shall each appoint one person to hear and determine the dispute whose decision shall be final and conclusive upon both parties to these terms & conditions. Should a consensus not be reached on such an appointment, both the parties shall appoint their respective arbitrators and the arbitrators so chosen shall appoint the third arbitrator. The arbitration shall be conducted in English and the venue for the arbitration shall be at Bangalore.

**I. Changes to the terms**

You must be legally competent to enter into agreements. You agree that we may modify these Terms & Conditions any time. You are responsible for checking these Terms & Conditions periodically for changes. The latest Terms & Conditions will be displayed at the lower end of the UIL program page.

**J. Entire agreement**

These Terms & Conditions and any supplemental terms, policies, rules and guidelines posted on the Services constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of these Terms & Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties to these Terms & Conditions, and the remaining portions shall remain in full force and effect.

**K. Term and termination**

- i) This agreement will start from the **effective date** and will stay in effect till one year unless terminated;
- ii) Either party can terminate the agreement upon 30 days notice; and

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iii) Unisys may unilaterally and immediately terminate the agreement with by giving written notice if there is a reasonable belief that continuing the agreement with the College poses a risk to the reputation or goodwill of Unisys.

College


Unisys

Name: MD. SAMEERUDDIN KHAN

Name: \_\_\_\_\_

College: SREE DATTA INSTITUTE  
OF ENGINEERING & SCIENCE

Title: DIRECTOR

Signature: 

Signature: \_\_\_\_\_

Date: 25<sup>th</sup> July 2013

Date: \_\_\_\_\_

