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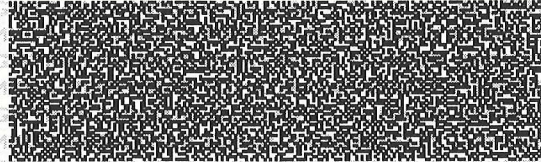
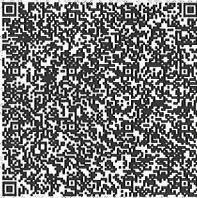
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

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Unique Doc. Reference : SUBIN-KAKAKSCUB0873686074229243W
Purchased by : REGISTRAR TUMKUR UNIVERSITY TUMKUR
Description of Document : Article 12 Bond
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR TUMKUR UNIVERSITY TUMKUR
Second Party : SENIOR PROGRAM MANAGER WIPRO FOUNDATION
BANGALORE
Stamp Duty Paid By : REGISTRAR TUMKUR UNIVERSITY TUMKUR
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Please write or type below this line

Memorandum of Understanding

The Memorandum of Understanding made and executed at Tumakuru, Karnataka on 16.02.2024, by and between the Tumkur University, Tumakuru, Karnataka (hereinafter referred to as the "Partner Institution"), represented by the Registrar, Tumkur University, Tumakuru on the **ONE PART**;

AND

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Wipro Cares, a trust registered under the laws of India having its principal office at Doddakannelli, Sarjapur Road, Bangalore 560 035, India (hereinafter referred to as "Wipro Cares" which expression shall unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors-in-interest, subsidiaries, affiliates and permitted assigns), of the **OTHER PART**

Whereas the Tumkur University, Tumakuru is a public University in Tumkur, Vishwavidyalaya Karyalaya B. H. Road Tumakuru, Karnataka 572103

And, whereas Wipro Cares is a not-for-profit trust, focused on certain key developmental issues faced by communities, such as, but not limited to, primary healthcare, education, environment, disability and providing rehabilitation to communities affected by natural calamities.

Section 1:

A. Scope of Partnership

- 1) The Tumkur University and Wipro Cares may, as and when required during the period of this Memorandum of Understanding, collaborate on mutually agreed initiatives to set up a biodiversity park in Tumkur University new campus at Bidarakatte, Hebburu Hobli, Tumakuru Taluk, Tumakuru District- 572118.
- 2) Wipro Cares is set to launch a project, transforming the biodiversity park into an exhilarating 'field lab' for young biologists. The focus is two-fold:
 - i. Nurture a lifelong passion for biodiversity conservation, preserving rare plant species and genetic diversity. The initiative aims to create a secure sanctuary for endangered native forest plants and flora in Tumkur district, serving as a regional repository for rare plant and tree species. This will support propagation, reintroduction, agronomic improvement, and contribute to research and education, while also reflecting our cultural and ethno medicinal history, embodying living traditions, and safeguarding rare medicinal plants.
 - ii. Create a nature-based solution for climate change mitigation that includes restoration of natural spaces as well as carbon sequestration.
- 3) On behalf of the Tumkur University, the head of the institution and the management team shall ensure that the necessary non-financial support is rendered in the timely manner that is required by Wipro Cares to implement the program.
- 4) Both parties will fulfill their respective roles and responsibilities as outlined in the subsequent sections of this Memorandum of Understanding
- 5) Since the scope of the initiative herein will involve various stakeholders of the University such as Professors, Heads of the Departments, Administrative staff and so on, it is mutually agreed that all the stakeholders will abide by this umbrella Memorandum of Understanding for proper coordination and smooth implementation.




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B. Area of Intervention :

6) The overarching purpose is to set up a biodiversity park at Tumkur University new campus at Bidarakatte, Hebburu Hobli, Tumakuru Taluk, Tumakuru District. For this, Wipro Cares will be focusing in the following areas.

1) Financial Support:

All the financial support towards setting up the biodiversity park will be supported by Wipro Cares and will be implemented by third party resource organizations.

2) Other areas of support:

- Employee volunteering opportunities
- Faculty support programs
- Other forms of engagement as mutually decided.

The above-mentioned engagements will be jointly executed by Wipro Cares, Wipro Enterprises Ltd, Tumkur and third-party resource organizations engaged by Wipro Cares. The resource organizations will be selected by Wipro Cares after a rigorous due diligence and selection process.

Roles and Responsibilities:

1) Role of Wipro Cares:

- a. Wipro Cares nominates its Program Manager for all initiatives in the Memorandum of Understanding.
- b. Wipro Cares will work with Tumkur Wipro Factory (Part of Wipro Enterprises Ltd) to identify various partners for setting up the Biodiversity Park.
- c. Wipro Cares will conduct a periodic review of the program to ensure effective implementation.
- d. Wipro Cares will also keep the stakeholders informed on the progress of the work that has been undertaken.
- e. Wipro Cares will develop documentation for this initiative for effective dissemination.

2) Role of Tumkur University:

- a. **Access:** The Tumkur University will provide unencumbered access to the campus to all stakeholders including the third-party resource organizations during the implementation and maintenance phases of the project.
- b. **Functionaries support and time:** Since this is a key requirement for the smooth functioning under this MOU the head of the institution and his/her team will offer support in terms of execution for setting up the biodiversity park. The University will




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be undertaking the responsibility of clearing the land from any debris or discarded materials for setting up the biodiversity including the cutting down and removal of the existing Eucalyptus trees.

- c. **Appointment of Nodal officers:** The head of the institution will nominate an officer who will act as a single point of contact for the program.
- d. **Approvals:** Grant necessary approvals from the required approval agencies (ex: Forest Department, Revenue Department, etc.) for the initiative to ensure smooth implementation of the program.

Section II:

Broad summary of areas of agreement :

Wipro Cares will begin engagement to this effect as defined at the earliest. The MoU will come into effect from the date of signing the MoU and is valid for a period of three years collaborative work will begin in these areas.

- 1) Financial support in setting up the bio-diversity park through a third-party resource organization.
- 2) Non-financial support to Tumkur University: Wipro Cares and Tumkur CCLG Factory (part of Wipro Enterprises Ltd) will support on
 - a. Need-based faculty support programs independently or through resource partners.
 - b. Employee volunteering opportunities

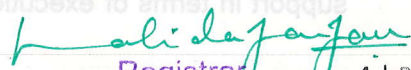
Section III:

General Provisions:

Governing law and jurisdiction: The parties hereby agree that this MoU and all questions arising with it are governed by all and will be construed according to the laws from time to time in force in India and the State of Karnataka and the parties irrevocably submit to the authority of the courts at Tumakuru/Bengaluru, having jurisdiction in that state.

- 1) **Severability:** In the event of any of these terms, conditions or provisions of this MoU shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision, shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.




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2) **Successors and assigns:** This MoU may not be assigned by either party without the prior written consent of the other. This agreement will be for the benefit of both the parties' successors and assignees.

3) **Duration:** This MoU shall have a term of the date of signing the MoU and is valid for a period of three years from the date of its execution. Subsequent extensions of this MoU shall be mutually agreed upon in writing between the Parties.

4) **Termination:**

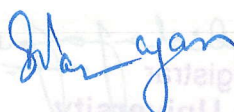
a) Either Party may terminate this MoU by a sixty (60) days' notice in writing to the other Party (in this clause the "Other Party") if:

- i. The Other Party has breached this MoU in a material respect which was not remedied within sixty (60) days from the notice thereof; or
- ii. The Other Party winds itself up, becomes insolvent, liquidated or otherwise ceases to conduct business.
- iii. During the notice period, both the parties will strive to bring the initiative to a smooth closure.

b) Upon expiration/termination of this MOU:

- i. Both Parties shall promptly return or deliver to the other Party all data and other information acquired/prepared/generated/ developed by it pursuant to this Agreement.
- ii. Unless mutually agreed between Parties in writing, Wipro Cares will not be responsible for any transition or remaining work under the MOU from the date of termination notice.

5) **Anti-Bribery Compliance:** Tumkur University, Tumakuru 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 Agreement or any other agreement with Wipro Cares, 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.




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6) Indemnification and limitation of liability:

- 1) Each party shall indemnify and hold the other party, its subsidiaries, and its and their successors and assigns, officers, employees, and agents harmless from any direct loss or damage and or claims for personal injury or property damage caused by its activities under this MoU or by negligent or fraudulent act, omission or willful misconduct or breach of a term of this MoU.
- 2) Each party shall indemnify the other party from any dispute or claim arising out of use of any third-party material for infringement or any intellectual property rights, copyright law, or any other applicable legal framework for infringement of third party rights
- 3) Notwithstanding anything to the contrary, under no circumstances will Wipro Cares 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.
- 4) Wipro Cares's monetary liability, regardless of the form of any claim, including costs, attorneys' fees and expenses where applicable, will be limited to the amounts under the MOU.
- 5) Force Majeure: Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this MoU arising by reason of Force Majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, acts of government, its agencies or officers. However, if as a consequence of such cause, performance by a party under this agreement shall be prevented for a period longer than six months, then the other party shall have the right to terminate this MOU. The terms of termination under this condition will be with no liabilities or penalties.

Section IV:

Validity of the Memorandum of Understanding:

This Memorandum of Understanding will come into force from the date of its signing and will continue to remain in force for a period of three years.



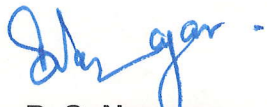

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The terms and conditions contained in this Memorandum of Understanding are purely voluntary in nature. If for any reason, one or more clauses set forth in this Memorandum of understanding become invalid or inoperable, it will not make the other clauses or the entire Memorandum of Understanding invalid.

The terms of these presents shall bind the successor of each party herein. The terms are subject to such changes as felt necessary by each party, however with notice to the other party concerned. The responsibilities and obligation of Wipro Cares are commitment of Voluntary nature and hence are not open for contest in the courts of law.





IN WITNESS, WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED.

FOR Wipro Cares


P. S. Narayan,
Trustee-Wipro Cares
Bangalore

FOR Tumkur University


Registrar
Tumkur University,
Tumakuru

Witness:		Witness:	
1.		 REGISTRAR(EVALUATION) TUMKUR UNIVERSITY, TUMKUR.	
2.		 Dr. PARASHURAMA K.G. Professor DoS & R in Social Work, Tumkur University, Tumakuru.	

Place: Tumakuru

Date: 16.02.2024


Prof. M. Venkateshwarlu
Vice Chancellor
Tumkur University
TUMAKURU