

## MEMORANDUM OF UNDERSTANDING

BETWEEN

*Marks And Spencer Reliance India Private Limited*

AND

*Jesus and Mary College, University of Delhi — an Academic Institution*

This Memorandum of Understanding (MoU) is entered on this 9<sup>th</sup> day of October 2017.

between

*Marks And Spencer Reliance India Private Limited*, having its registered office at 4<sup>th</sup> Floor, Court House, Dhobi Talao, Lokmanya Tilak Marg, Mumbai- 400 002, India and its Corporate Office at Ground Floor, Infinity Tower - "C", DLF Cyber City, Phase -II, Gurgaon (Haryana) -122002 and represented by its authorised signatory (hereinafter referred to as "MSR") of the ONE PART;

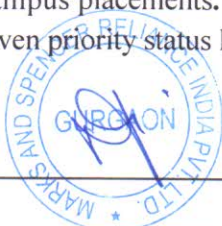
and

*Jesus and Mary College, University of Delhi*, Chanakyapuri, New Delhi represented by undersigned of the OTHER PART;

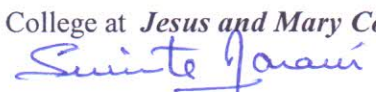

*MSR* and *Jesus and Mary College, University of Delhi* shall be hereinafter jointly referred to as the "Parties" and singularly as a "Party".

The Parties have mutually agreed to establish industry-academic collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this MoU, *MSR* and *Jesus and Mary College, University of Delhi* agree on following activities:

1. *MSR* will offer internship to interested students of *Jesus and Mary College, University of Delhi* at its offices / store-locations so that the students get hands on experience of live projects. The selection of candidates and number of students, who can be considered for internship and the duration, period and the locations for internship, would be decided by *MSR*. It is agreed between the Parties that all the internships that may be offered to the students of *Jesus and Mary College, University of Delhi* shall not be in any manner considered to be an offer for employment nor shall it mean that such students shall be employed by *MSR* by the end of their internship at *MSR*. The terms and conditions of internship at *MSR* shall be shared with the shortlisted students directly prior to commencement of their internship at *MSR*.
2. After commencement of courses relevant to the industry in which *MSR* operates by *Jesus and Mary College, University of Delhi* and based on *MSR*'s requirements, *MSR* may participate in campus placements. In the event *MSR* intends to participate in the campus placement, then it shall be given priority status like invitation for zero-day placement etc.



*Sunita Jarami*  
JESUS & MARY COLLEGE  
(University of Delhi)  
Chanakyapuri, New Delhi-110021

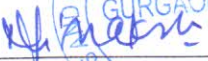

3. The *Jesus and Mary College, University of Delhi* shall maintain absolute confidentiality with respect to any confidential information received from **MSR** and shall not disclose any such information without obtaining **MSR** specific prior consent, otherwise than in compliance with statutory requirements.
4. The trademarks, service marks, logos, slogans and other identifying symbol of **MSR** is the exclusive property of **MSR** and the *Jesus and Mary College* shall not use, modify and/or display the same without **MSR** prior written consent.
5. We *Jesus and Mary College, University of Delhi* agree and accept that in respect of all matters connected with or arising out of this MOU, it shall not and will procure that its employees, representatives and agents will not give, procure, receive, or obtain any bribe or engage in any bribery Conduct or any Bribery.
6. We *Jesus and Mary College, University of Delhi* agrees and accepts that in respect of all matters connected with or arising out of the Agreement, it shall not and will procure that its employees, representatives and agents will not give, procure, receive, or obtain any bribe or engage in any bribery Conduct or any Bribery.
7. Any or all notice to be given by the parties hereto to each other under this Memorandum of Understanding shall be in writing and shall be transmitted (a) by registered post or by courier service or by personal delivery, as elected by the party giving such notice, at the addresses as mentioned below:
  - a) In the case of notice to the *Jesus and Mary College* at *Jesus and Mary College, Chanakyapuri, New Delhi - 110021* 
  - b) In the case of notice to the Marks & Spencer Reliance India Private Limited at : DLF Infinity Towers, C Block, Ground Floor, DLF City Phase II, Gurgaon 122002 
8. This MoU shall be effective from the date of execution (“**Effective Date**”) and shall remain valid for a period of 3 years commencing from the Effective Date (“**Term**”). The MoU may be renewed after the expiry of the Term subject to suitable review and mutual agreement between the Parties.
9. Notwithstanding the expiry or any termination of this agreement, Clause 3 and 4 to remain binding post the expiry /termination of this agreement and shall remain in effect in accordance with their terms.
10. Either party may terminate the MoU by giving a prior written notice of 2 months to the other party. Once terminated, neither **MSR** nor *Jesus and Mary College, University of Delhi* shall be responsible for any losses, financial or otherwise, which the other may suffer. However **MSR** and *Jesus and Mary College, University of Delhi* shall ensure that all activities in progress are allowed to be completed successfully.
11. Any difference or dispute arising between the Parties arising out of or in relation to this terms and conditions shall be referred to the sole Arbitrator appointed by both the Parties with mutual consent. The arbitration shall be conducted under the Arbitration & Conciliation Act, 1996. The award of the Arbitrator shall be final and binding upon the parties. The venue of the arbitration shall be at Gurgaon.



  
**JESUS & MARY COLLEGE**  
(University of Delhi)  
Chanakyapuri, New Delhi-110021



This terms and condition shall be subject to the exclusive jurisdiction of the Courts of Gurgaon, Haryana.

On behalf of the Marks and Spencer Reliance India Private Limited	On behalf of Jesus and Mary College, University of Delhi
Sign 	Sign 
Name MEENAKSHI NAYYAR	Name SUNITA NARAIN
Designation: G.M. LEGAL AND SECRETARIAL	Designation: ASSOCIATE PROFESSOR
Date: 9 <sup>th</sup> October 2017.	Date: 9/10/17

**JESUS & MARY COLLEGE**  
(University of Delhi)  
Chanakyapuri, New Delhi-110021