

Infosys

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MEMORANDUM OF UNDERSTANDING

This binding Memorandum of Understanding ("MOU") is made at Bangalore on this 21st day of September, 2017;

AMONGST

1. **INFOSYS FOUNDATION**, a non-profit organization having its office at Neralu, #1/2 (1878), 11th Main, 39th Cross, 4th T Block, Jayanagar, Bangalore - 560 011, Karnataka, India (hereinafter referred to as "**Foundation**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**;

AND

2. **KIDWAI MEMORIAL INSTITUTE OF ONCOLOGY**, a governmental organisation having its office at Dr. M.H. Marigowda Road, Bangalore - 560 029, Karnataka, India (hereinafter referred to as "**Grant Holder**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**;

(Foundation and Grant Holder are referred to individually as "**Party**" and collectively as "**Parties**")

WHEREAS:

- A. Pursuant to Section 135 of the Companies Act, 2013, Infosys Limited (the "**Company**") in pursuance of its Corporate Social Responsibility Policy has decided to fulfil its corporate social responsibility ("**CSR**") obligations via Foundation.
- B. The Foundation shall oversee the CSR activities and have overall responsibility for identifying the areas of CSR activities, recommending the amount of expenditure to be incurred on the identified CSR activities, implementing the CSR policy and executing initiatives as per the CSR Policy of the Company.



- C. The Grant Holder's proposed project's objective is to construct a new Infosys Dharamshala ^{in Bangalore} to accommodate cancer patients and their attendants from different parts of Karnataka, border areas of neighbouring states and from distant states such as Odisha, West Bengal and north-eastern states.
- D. The Parties are now desirous of executing this binding MOU setting out the terms and conditions for the Project and to record their mutual rights and obligations in relation to the operation, administration and management of the Project.

NOW THEREFORE the Parties set forth their understanding as follows:

1. Project Plan

- (a) The Grant Holder shall provide the Foundation with a proposal detailing the costs for the Project.
- (b) A functionality study shall be conducted jointly by the Grant Holder and Infosys and the design and location of the Project will be approved by the Grant Holder before Infosys commences construction.
- (c) The Grant Holder shall designate a single point of contact for the Project to liaise with the Foundation for discussion and finalization of the Project.
- (d) Prior to the handover of the Project, a committee shall be formed for the upkeep of the Project and the Foundation shall have the right to nominate a member of the committee from Infosys or the Foundation.

2. Undertakings of the Foundation

- (a) The Foundation shall, through its authorized vendors/contractors carry out the construction of the Project.
- (b) The Foundation shall bear the cost of the construction including building materials and labour charges.
- (c) The Foundation shall ensure its contractors adhere to appropriate construction and safety standards during construction.
- (d) The construction will be completed as laid out in the respective Grant Application Forms.
- (e) Subject to force majeure events including but not limited to inclement weather, and the complete cooperation of the Grant Holder, the Project is expected to be completed within 1 year(s).
- (f) Upon completion, the Project will be handed over to the Grant Holder.
- (g) The Grant Holder will issue a certificate to the Foundation that the Project is complete.

3. Undertakings of the Grant Holder

- (a) Prior to the execution of the MOU, the Grant Holder will provide all necessary documentation demonstrating that the land earmarked for the Project is owned by the Grant Holder and all necessary approvals and sanctions for the Project

- have been obtained from the relevant authorities. Foundation may request confirmation from the Grant Holder's auditors and/or legal advisors, who have access to accounting and other information related to the Project, that the Project has all relevant approvals. The Grant Holder shall ensure that its auditors provide all cooperation to the Foundation for this purpose
- (b) The Grant Holder will provide all non-financial support during the construction period including facilitating the construction work in a time bound manner and any other assistance that the Foundation may require during the construction period.
 - (c) The Grant Holder will not interact directly with the authorized contractors for the Project. Any major clarifications must be routed through the Foundation.
 - (d) The Grant Holder must take prior approval of the Foundation before any information related to the Project is published or presented to any other party/parties or on any online medium.
 - (e) The Dharamshala will be named '**Asare Infosys Dharamshala**' and permanently displayed as such outside the building. Grant Holder will prominently display '**Supported By Infosys Foundation**' in the reception area of the building and the main campus of the Grant Holder.
 - (f) The Grant Holder will be responsible for maintenance of the Project. Neither the Foundation nor the Company will be responsible for maintenance or for any minor or major repair, once the Project is handed over to the Grant Holder.

4. Termination of the MOU

- a. This MOU shall come into effect on execution and shall be in full force until the earlier of:
 - (i) the mutual written termination of this MOU;
 - (ii) handover of the Project to the Grant Holder.
- b. Notwithstanding anything else in this MOU and without prejudice to any other rights that Foundation has under law and/or this MOU, Foundation may suspend or terminate the MOU:
 - (i) Immediately with notice in case of a material breach of this MOU, including the lack of approvals required to construct on the land; provided that Foundation may in its discretion give the Grant Holder an option to remedy the breach.
 - (ii) Immediately with notice if the Grant Holder's or its representatives' (includes employees, volunteers, agents, vendors etc.) acts or omission, in Foundation opinion, bring disrepute to Foundation or the Company.
 - (iii) By giving 30 days' notice for any reason whatsoever.

5. Representations & Warranties

As on the date of this MOU and on the commencement of the Project, the Grant Holder represents and warrants that:

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- (a) it is duly incorporated, validly existing and in good standing under the laws of the state or country in which it was incorporated;
- (b) it has all necessary corporate power and authority to enter into this MOU;
- (c) It has obtained all necessary approvals, sanctions and permits required for the Foundation to construct on the land and complete the Project;
- (d) The Project does not violate any laws, rules, policies, guidelines applicable to the Grant Holder or the Foundation or the Company.

6. Professional Ethics; Compliance with Laws.

- (a) Grant Holder must comply (and will ensure its officers, trustees, directors, employees and contractors, agents and any person or entity acting on its behalf or under its control comply) with all applicable national and international laws (including anti-corruption laws like the U.S. Foreign Corrupt Practices Act, laws relating to the employment of its employees, employee tax withholding applicable to its employees or environmental and health and safety laws relating to its employees or facilities). No payments or transfers of value which intend to or effect public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity, and no facilitation payments will be made.
- (b) Grant Holder will not pay any salaries, commissions, fees or make any payments or rebates to any employee or contractor or vendor of Foundation or the Company, or to any designee of such employee or contractor or vend, or favor any employee or contractor or vendor or Foundation or the Company, or any designee of such employee or contractor or vendor, or otherwise provide any gifts, entertainment, services or goods to such employees or contractors or vendors in violation of this MOU.
- (c) Grant Holder shall not use any form of slave, forced, bonded, indentured, or involuntary prison labor. They shall not engage in human trafficking or exploitation, or import goods tainted by slavery or human trafficking. They shall not retain employees' government-issued identification, passports or work permits as a condition of employment. Further, Grant Holder shall ensure that no underage labor (as determined by the local law) has been used in the production or distribution of goods or services.
- (d) Grant Holder shall promote and maintain a workplace free from discrimination and treat its employees with fairness, dignity and respect. No form of physical, sexual, psychological or verbal harassment or abuse shall be tolerated.

Breach of any of the aforementioned conditions will lead to immediate termination of the MOU.



7. Indemnity, Limitation of Liability

- (a) The Grant Holder agrees to indemnify the Foundation, Company, its directors, trustees, officers, employees, successors and assigns from and against all claims, damages, liabilities, losses and costs including reasonable attorney's fees in connection with or relating to, any claims or proceedings to the extent arising from:
 - (i) Grant Holder's negligence or intentional acts or omissions
 - (ii) Grant Holder's breach of this MOU, Project Application Form or any other document which imposes the terms and conditions of the Project on the Grant Holder.
- (b) Foundation will, under no circumstance, be liable to indemnify any institutions, Grant Holder or its director, officers, personnel for any costs, expenses, liability or claims arising from the termination or suspension of the Project including but not related to any liability arising from employees related matters of the Grant Holder.
- (c) Following the handover of the Project, Foundation will not be responsible, financially or otherwise, for any expenditures or liabilities arising out of the Project. Notwithstanding anything else in this MOU, Foundation shall not be liable to the Grant Holder, any institutions or any other person for any amount in excess of the amount expended for the Project.
- (d) Neither party shall be liable for any indirect, special, incidental, consequential, or punitive damages, however caused, including, without limitation, any damages resulting from or arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not it has been advised of the possibility of such damages.

8. Publication

- (a) Wherever applicable, the findings from the Project should be made freely available to the community as soon as possible.
- (b) Grant Holder will prominently display - '**Supported by Infosys Foundation**' in the reception area of the building, the main campus of the Grant Holder and in all publications (either in the text or the footnote) on its website, event program, marketing material and in other places.
- (c) Foundation may use any information, data or other material from the Project for its fundraising or publicity activities.



9. Governing Law & Jurisdiction

- (a) This MOU shall be construed according to the law of the Republic of India. The Grant Holder irrevocably submits to the exclusive jurisdiction of the courts in Bangalore for all matters related or ancillary to the MOU.
- (b) Any issues at the construction site will be discussed and resolved in due consultation with good faith between the delegated representative of the Grant Holder and the Foundation from time to time till the construction is completed.

10. Additional Conditions; Amendment

- (a) The aforementioned are the general terms and conditions of the Project. Foundation reserves the right to impose additional conditions and shall inform the Grant Holder of such conditions. Such conditions shall apply to the Project from the date that such additional conditions are communicated to the Grant Holders.
- (b) The Foundation may assign any of the rights (but not the obligations) to the Company with written notice to the Grant Holder. The Grant Holder cannot assign any of its rights or obligations without the prior written approval of the Foundation. Any attempt to do so shall be null and void.
- (c) This MOU constitutes and contains the terms of agreement between the Parties. No amendment of this MOU will be effective unless it is in writing and signed by both the Parties.

A circular stamp with a star in the center and the word "Security" written across it in a cursive, handwritten style.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first written above.

BY INFOSYS FOUNDATION

BY KIDWAI MEMORIAL INSTITUTE OF ONCOLOGY

Through its authorised signatory

Through its authorised signatory

Sudha Murty

Name: Sudha Murty
Designation: Chairperson

Name:
Designation:

Witness:

Witness:

Address: Neralu, #1/2 (1878), 11th Main,
39th Cross, 4th T Block, Jayanagar,
Bangalore - 560 011

Address:



Annexure A

[Filled Grant Application Form to be enclosed]

