

LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) records the understanding arrived on this 20th June 2023.

BETWEEN

IIHMR UNIVERSITY located at 1, Prabhu Dayal Marg, near Sanganer Airport, Maruti Nagar, Jaipur, Rajasthan 302029 (hereinafter called as “**IIHMR University**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the One Part;

AND

WNS Cares Foundation, having its registered office at Gate No. 4, Plant 10, Godrej & Boyce Complex, Pirojshanagar, LBS Marg, Vikhroli (West), Mumbai- 400 079 (hereinafter called as “**WCF**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the Other Part;

The Parties to this LOU hereinafter shall be jointly referred to as 'the Parties' and individually as 'the Party'.

WHEREAS the IIHMR University is entering into this LOU with WCF on a non-exclusive basis for the “Ybrant Leaders of Tomorrow Fellowship” referred to as “Fellowship” in this LOU.

The Fellowship aims to inculcate the requisite knowledge, experience and skills amongst aspiring change makers. As per the UGC Guidelines of December 2022, for Fostering Social Responsibility & Community Engagement in Higher Education Institutions (HEIs) in India, Institutions should prioritize social responsibility and community engagement in their mission and operations (refer to Annexure A). It calls for the integration of community engagement into graduation requirements, assessments, and performance evaluations while offering suggestions for different forms of community engagement. The Guidelines further suggest forms of Community Engagement which may include linking learning with community service, linking research with community knowledge and knowledge sharing and knowledge mobilization. Furthermore, as per the Guidelines for performance assessments of teachers and administrators in HEIs should include the view of their involvement and contributions to community engagement in teaching and research. Criteria of and weightage to community engagement by teachers and researchers should be explicitly included in assessments for recruitment, regularization, and promotion.

One of the major objectives of the Fellowship programme offered by WNS Cares Foundation is to facilitate IIHMR University's in achieving all of the above-desired goals.

The Fellows will go through an immersive online experience that will cover both theoretical understanding of Corporate Social Responsibility and hands-on experience of a Social Project.

1. The Online sessions will be conducted for 1 to 1.5 hours every week
2. Fellow will be on boarded on a LMS platform for self-paced learning
3. The Community Engagement project assigned has to be completed by the Fellows during the period of 12 weeks
4. Project Completion Letter and Fellowship Certificate will be awarded on completion basis of the assessment scores and project reports.
5. Certificate of Participation will be provided to the Single Point of Contact (SPOC)/ Volunteer faculty, who acts as a facilitator between students/Fellows and WCF Manager/team members.

1. Objective of LOU:

To provide IIHMR University/students with a theoretical understanding and hands-on/practical immersion in Corporate Social Responsibility (CSR), responsible business governance, and stakeholder engagement. As part of their social Fellowship, WCF is collaborating with the IIHMR University wherein students would participate as Ybrant Fellows and experience:

- An opportunity to learn about CSR and Sustainability and network with industry experts through live sessions and webinars
- Guidance and support by professionals working in the development sector

2. Obligations:

Both the Parties acknowledge the fact that no Financial and contractual relationship has been created out of this LOU and they agree to work in union towards their respective goals and targets to make this collaboration a success and thereby exemplify the spirit of transparency and responsibility.

1. Cooperation in view of this Collaboration:

Both Parties will work closely with their teams to leverage the student base, such that students/Fellows get maximum learning and practical exposure to the on-ground project. WCF will facilitate the on-boarding of Fellows on the learning platform with assistance and in collaboration with the IIHMR University. The IIHMR University will further encourage Fellows to leverage the platform for better learning opportunities.

The roles for both the parties would be:

A. Role of WCF:

1. Representatives of WCF will conduct an orientation session to represent the work being done to encourage students to join the fellowship and the WCF projects.
2. The identified students will be on boarded to the Fellowship and trained by WCF and its delivery partner.
3. The Fellows would be assigned tasks and targets based on the project selected. The selected WCF projects would be shared with the Fellows during the program orientation
4. WCF will ensure all the policies related with prevention of Sexual Harassment or Discrimination which is applicable to their employees or is applicable as per Law of the Land will be applicable to the IIHMR University students.
5. Regular attendance and updates on Fellows will be shared with the SPOC from IIHMR University.
6. Fellows' participation shall be shared in the form of credits (a tracking mechanism used to see how the Fellows has performed her/his role through the Fellowship) to the IIHMR University to help grade the students as a part of their course/curriculum, if required.
7. "Confidential Personal Information" means all information about the Fellowship, the Project, students, including transaction information and their names, addresses, all contact information and demographic or financial information. Confidential Personal Information may be used only for the limited purpose for mere operation of this LOU. Either Party shall be liable to the other Party for all unauthorized disclosures and use of Confidential Personal Information. Notwithstanding the obligation for maintaining confidentiality, Each Party will notify the other Party promptly upon the discovery of the loss, unauthorized disclosure, or unauthorized use of the Confidential Personal Information, if any.
8. The above said Fellowship would be for a period of 12 weeks. However, the exact dates /duration would be announced by WCF based on the Fellowship progress.

9. WCF will provide the Project Completion Letter and Fellowship Certificate ' only after all the requirements are met. The mandatory requirements would be announced during the Fellowship. The certificate would be given within 15-30 days of the completion of the Fellowship requirements.
10. WCF will not involve Fellows in any sort of financial activities (Crowd funding and/ or fundraising activities etc.).
11. WCF will deliver the above through an authorized implementing partner/agency. Same would be intimated to the IIHMR University by WCF at inception .

B. Role of IIHMR University:

1. To facilitate as part of their course curriculum a provision of Fellowship and recognize Ybrant Fellowship as an eligible programme under those provisions.
2. IIHMR University shall appoint a Single Point of Contact (SPOC)/ Volunteer faculty to act as a facilitator between students and WCF Manager/team.
3. The SPOC shall ensure the attendance and active participation of Fellows in the Fellowship programme.
4. Encourage students to join the Ybrant-WCF Fellowship and give them permission to attend the sessions and events as per their schedule and availability.
5. IIHMR University shall provide platforms for WCF to organize various sensitization activities for students.
6. IIHMR University shall note that WCF follows strict principles as enshrined in the United States Foreign Corrupt Practices Act, 1977 (FCPA) and the UK Bribery Act, 2010 for conducting its business including dealing with vendor relationships. IIHMR University shall at all times comply with the FCPA, the U.K. Bribery Act, 2010 and other similar anti-corruption legislations in other jurisdictions to the extent applicable and shall establish, implement and maintain adequate policies & procedures against bribery and corruption.
7. IIHMR University shall conduct its business in an honest and ethical manner, shall act professionally, fairly and with integrity in all its business dealings and relationships wherever it operates and shall comply with the requisite provisions in relation to prevention of facilitation of tax evasion. IIHMR University shall further train all its directors, officers, employees, representatives, subcontractors and agents in a manner reasonably designed to ensure compliance with such policies and procedures, including the Supplier Code of Conduct, which are posted on WCF website: <https://www.wns.com/purchase-order/supplier-code-of-conduct>. IIHMR University will ensure that appropriate measures are taken to comply with this Section. Any violations of these principles will be viewed seriously including termination of this LOU and such other measures as mandated under applicable laws. In case of any doubts or clarifications, IIHMR University should get in touch with WCF's legal department. In case IIHMR University has any complaint or observes any violation of corporate governance codes by any third party, including WCF employees, IIHMR University may submit its complaint under the whistleblower policy of WCF using e-mail id: whistleblower@wns.com

1. **Financials:**

WCF will be responsible for its own costs and expenses involved in its efforts to negotiate, conclude and fulfil its obligations under this LOU. Notwithstanding anything to the contrary contained herein, WCF shall render entirely its services under this LOU on a pro bono basis i.e. without charging or seeking reimbursement of any payment, fee, charges whatsoever from the fellows or the IIHMR University. In effect, no fee would be charged from the IIHMR University and its participating students for this Fellowship programme.

2. **Use of Logo/Name**

After taking prior approvals from the concerned authority both the parties can use the official name and/ or marks of the other party specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions for this Fellowship; Provided, that the party using the official marks of the other party shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.”

3. **Arbitration and Jurisdiction:**

In case of any dispute arising between the parties in respect to any of the terms in this LOU, the parties undertake to settle the same by issuing a notice within 15 days of the date of the issue becoming known to either party. In case no such settlement is arrived at after mutual negotiations, the matter may be resolved by arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act 1996 subject to any statutory modification, amendment or re-enactment, from time to time.

1. **LOU Effective Date:**

This Letter of Understanding shall be active from the Effective Date of 20th June, 2023.

2. **Term of LOU :**

This LOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the Effective Date specified hereinabove. This LOU may be amended or terminated earlier by either Party at any time for convenience after giving 30 days written notice to the other party. However, no such early termination of this LOU, whether mutual or unilateral, shall affect the current obligations of the parties under the LOU.

3. **Indemnification:**

The IIHMR University agrees to indemnify and keep WCF and its respective officers, directors, employees, successors and permitted assigns harmless from and against any losses, damages, claims and demands or otherwise made by IIHMR University, its office bearers or agents.

4. Liability:

Neither Party shall be liable to the other for amounts representing loss of profits, loss of business, loss of data or any indirect, incidental, consequential, ancillary or exemplary loss, damage, or claim, against, or suffered by such other Party, even if the party has been intimated of the same by the other Party.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS LETTER OF UNDERSTANDING ON THE DAY AND DATE FIRST ABOVE WRITTEN:

FOR IIHMR University



Signature:

Name: Dr. P. R. Sodani

Designation: President, IIHMR University, Jaipur

FOR WCF :

Signature:

Name:

Designation:

DocuSigned by:
Gopi Krishnan
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Gopi Krishnan

Group General Counsel

27-Jun-23