

**MEMORANDUM OF UNDERSTANDING**

Between

**Hummingbird**

And

**Indian Institute of Technology Delhi  
(Department of Management Studies)**

This MoU is entered into on this the 14<sup>th</sup> day of March 2002 between INDIAN INSTITUTE OF TECHNOLOGY DELHI (Department of Management Studies) "herein referred to as IIT Delhi (DMS)", and Hummingbird India office located at 31A, Cathedral Garden Road, Chennai - 600034. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below. The purpose is to develop a strategic understanding between Hummingbird and IIT Delhi (DMS) with the aim to aid IIT Delhi (DMS) in establishing a high quality people repository in software technologies. This will help IIT Delhi (DMS) teach and train their students on strategic technologies and to position them to support India's Information Technology initiative.

The proposed guidelines for this initiative are:

***Hummingbird will***

1. Offer software licenses to IIT Delhi (DMS). The possible software's will relate to the field of EIP/Knowledge management and Data warehousing and mining as mentioned in Annexure A.
2. Offer one time training to faculty member(s) of IIT Delhi (DMS) on the software.
3. Provide support for software installation.

***IIT Delhi (DMS) will***

1. Provide the required hardware facilities of DMS and Operating Systems for installation of the software.
2. Bear all the operational expenses of the lab.
3. Make use of Hummingbird technology in teaching and research.

***Monitoring of the implementation***

A Co-ordination committee consisting of two faculty members of IIT Delhi (DMS) and two officers nominated by Hummingbird will do the planning and implementation of this MoU. There would be half-yearly and annual reviews.

***Intellectual Property***

Title to the intellectual property rights of the software furnished by Hummingbird will at all times remain proprietary to Hummingbird, which however, hereby grants to IIT Delhi (DMS), non-exclusive, royalty free license to use the same internally so long as it is mutually acceptable and rewarding.

RSSM  
14/3/02

J.C.

The intellectual property rights that arise as a result of joint research and collaborative activity under the MoU will be worked out on case-to-case basis, and will be consistent with officially laid down IPR policies of Hummingbird and IIT Delhi.

**Termination of the MoU**

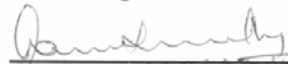
This MoU may be terminated by either party through a notice of one month.

**Limitation of Liability**

Under no circumstances is Hummingbird liable for IIT Delhi (DMS)'s loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if Hummingbird is informed of this possibility.


This MoU is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

**Hummingbird**

  
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14/3/2022

**Country Manager**  
**Address:**  
**Telephone:**  
**E-mail:**

**Indian Institute of Technology Delhi**

  
\_\_\_\_\_  
14/3/2022

**Director**  
**Address:**  
**Telephone:**  
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