

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered as of the 22<sup>nd</sup> February 2024 ("Effective Date"), by and between:

**Cognizant Technology Solutions India Private Limited**, having its registered office at Techno Complex, 5/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai, Tamil Nadu, Pin - 600097, India (hereinafter referred to as "**Cognizant**" which term shall mean and include its successors-in-interest, executors and permitted assigns of the **FIRST PART**

And

**Panimalar Engineering College (PEC) – Chennai**, formed under laws of India, having its office at Bangalore Trunk Road, Nazarethpet, Poonamallee, Chennai - 600123, Tamil Nadu, India represented by its Director **Dr. C. Sakthi Kumar M.E, Ph.D**, (hereinafter referred to as "**Panimalar Engineering College /Collaborating Institute**" which expression shall mean and include its successors-in-interest, executors and permitted assigns) of the **SECOND PART**.

This Memorandum of Understanding (this "MOU") between PEC and Cognizant will enable furthering industry - academic linkage for mutual benefit. The two parties wish to enter a mutually beneficial understanding, wherein Cognizant will leverage the academic excellence and pursuits of PEC and likewise PEC will benefit from the industrial institutional interface from Cognizant.

Panimalar Engineering College is a Private Institute located in Bangalore Trunk Road, Nazarethpet, Poonamallee, Chennai - 600123, Tamil Nadu and was established in the year 2000. The Institute is approved by University Grants Commission (UGC) and All India Council for Technical Education (AICTE).

### Scope of Engagement

#### 1. General

Collaborating Institute is entering into this MOU with a view to obtain industry orientation for their students, which is sought to be achieved through the nurturing of Industrial Innovation via Industry aligned research and skilling to take on significant business problems for joint innovation where the Intellectual Property (IP) rights would be with Cognizant.

The objective of this MOU is to facilitate an industry and academic partnership for mutual benefit and does not involve any financial or other obligations for either party.

Collaborating Institute will provide all such help that is required to generate interest in students to participate in initiatives agreed together by Cognizant and Collaborating Institute

The parties shall mutually agree to

- 1) Jointly innovate on industry problems, with the objective of
  - a. Developing unique Industrial solutions
  - b. Using these problem statements to train and skill students in emerging technologies
  - c. Upon creation of any industrial solutions or work product, the parties shall mutually work towards enabling Cognizant to own the intellectual property rights on such solution and/or work product and Cognizant can use the same for commercial business purposes in creating further end products and its intellectual property which Cognizant can deploy to provide end client services.

- 2) Setting-up Cognizant 'Digital Nurture' lab in Collaborating Institute's Chennai campus as detailed below.
  - a. Lab can be used to build and host solutions leveraging Cognizant & Academia assets including students subject to Cognizant corporate security clearances/conditions and availability of the same with Cognizant. The ownership of the assets shall continue to remain with the respective Parties and in the event of termination of this MOU, the respective Parties may take back possession of such assets deployed in the lab.
  - b. Cognizant is free to showcase the industry solutions developed under this collaboration to third party business stakeholders of Cognizant upon leveraging the facilities in the lab through virtual and physical visits. Collaborating Institute is free to use the lab for training its students on emerging technologies and problem statements provided by Cognizant. However, such information/problem statement provided by Cognizant shall not be shared by the Collaborating Institution or its students with any other third party or be used for any other purposes.
  - c. Cognizant in their discretion may allow students and faculty of Collaborating Institute to use labs in Cognizant facilities. Cognizant assets and accelerators will be used purely for solution development of mutually agreed business use cases by Collaborating Institute students and will not be used for development of any other use cases and share any Confidential information of Cognizant to any other partners of Collaborating Institute.
- 3) Enable Collaborating Institute to participate in innovation events organized by Cognizant
  - a. Cognizant will be organizing innovation events from time to time and will invite students from Collaborating Institute to participate in it. These events are in the form of contest and time-bound. Any deliverables created by the students during these events shall be owned by Cognizant.
  - b. Collaborating Institute management will help promote such events within their student community
  - c. Interested students will be provided with problem statements from Cognizant team organizing the said events. These students will develop solutions based on their chosen problem statements using Collaborating Institute's infrastructure, and submit them to Cognizant team. Such solutions created by the students shall be owned by Cognizant.
  - d. Cognizant team will endeavor to mentor students during the solution development process
  - e. Cognizant team will select one or more solutions submitted by the students as winners and reward them at its discretion.
  - f. All solutions/ideas developed as part of the same will be the Intellectual property of Cognizant

It is explicitly agreed between the parties that this MOU does not constitute any sort of an agreement or obligation or commitment by Cognizant to absorb or provide employment to students of the Collaborating Institute.

## 2. Infrastructure

The parties shall mutually agree upon the resources in the form of infrastructure and people in order to achieve the objectives stated in this MOU. Each party shall be responsible for its own costs and expenses arising from its performance under this MOU.

Wherever required Collaborating Institute shall provide physical and or virtual infrastructure to enable Industrial innovation in their facilities and Cognizant will provide required assistance via expertise and mentorship to enable innovation and problem solving.

- The development environments and associated environment licenses will be made available by Collaborating Institute

The individual investments required for setting up the 'Digital Nurture' lab will be mutually agreed and finalized.

Cognizant in their discretion may allow students and faculty of Collaborating Institute to use labs in Cognizant facilities. Cognizant assets and accelerators will be used purely for solution development of mutually agreed business use cases by Collaborating Institute students and will not be used for development of any other use cases for any other partners of Collaborating Institute

### **3. Training Assistance:**

Cognizant will provide the below items, to enable Industrial Innovation and setting of 'Digital Nurture' lab'

- o Innovation frameworks and processes
- o Assistance from Cognizant Subject Matter experts (SME) across both technology and Industrial expertise
- o Cognizant shall, to the extent required and subject to availability, make available its Leaders to interact with the students on latest happenings in the industry etc.

### **4. Steering Committee**

Collaborating Institute and Cognizant shall jointly constitute a Steering Committee which shall comprise of four members, two nominees of each party. The said committee shall be constituted within 30 days from the date of execution of this MOU.

The Steering Committee shall monitor the implementation of the objectives of this MOU and shall meet at least once in 2 months to review progress and to take appropriate decisions.

### **5. Financial Terms**

Neither Cognizant nor Collaborating Institute will receive any compensation or consideration in return for the support covered under this MoU. Neither Cognizant nor Collaborating Institute is required to provide any fund or scholarship under the scope of this MOU.

Cognizant shall not be liable for any payment or reimbursement of any cost towards Collaborating Institute or any other third party under this MOU.

### **6. Terms and Termination**

It is agreed that the Parties shall jointly explore and work together for a period of 2 years from the Effective Date hereof to give effect to the intent and purpose of this MOU, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof but after giving notice of 30 days to the other party. This MOU may be terminated by either Party upon written notice to the other Party if the other Party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.

## **7. Exclusivity**

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

## **8. Entire agreement**

This MOU constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

## **9. Legal status of the parties**

This MOU shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

## **10. Confidentiality**

"**Confidential Information**" means any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by Cognizant and/or its affiliates in connection with the efforts contemplated hereunder, including: (a) all trade secrets; (b) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; and (c) information relating to business plans, sales or marketing methods and customer lists or requirements.

Collaborating Institute shall: (a) hold all Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own confidential information of a similar nature, but not less than reasonable care; and (b) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under the MOU. Collaborating Institute shall only disclose the Confidential Information to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section 12.

The obligations of Collaborating Institute under Section 12 will not apply to information that Collaborating Institute can demonstrate: (a) was in its possession at the time of disclosure and without restriction as to confidentiality; (b) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of the Agreement or other wrongful act by Collaborating Institute; (c) has been received from a third party without restriction on disclosure and without breach of agreement by Collaborating Institute; or (d) is independently developed by Collaborating Institute without regard to the Confidential Information. In addition, Collaborating Institute may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that Collaborating Institute: (a) gives Cognizant reasonable written notice to allow Cognizant to seek a protective order or other appropriate remedy; (b) discloses only such Confidential Information as is required by the governmental entity; and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

**11. Intellectual Property Rights, Trademarks/ Trade Names, Copy Rights etc.**

a. All ideas, solutions, frameworks and products which are an outcome of this joint - collaboration between Cognizant and Collaborating Institute will be Intellectual Property (IP) of Cognizant

b. Each party owns and will continue to own all its pre-existing intellectual property ("**Pre-existing Intellectual Property**"). If any pre-existing intellectual property of Collaborating Institute is used for creating the industry solutions or work products for the identified projects or problem statements, Collaborating Institute grants and herewith irrevocably assigns to Cognizant a non-exclusive, worldwide, royalty-free perpetual license to Cognizant without any requirement of consideration in order to enable Cognizant commercially exploit and or use the pre-existing Intellectual Property.

c. Any intellectual property that may be created during the subsistence of this MOU shall be owned solely by Cognizant ("**New Intellectual Property**"). Collaborating Institute hereby covenants and agrees that to the extent that Collaborating Institute and/or its students has any rights with respect to the industry solutions /work product which shall be the New Intellectual Property created by its students, shall be owned by Cognizant. Cognizant does and shall own all right, title and interest in and to the New Intellectual Property developed and to be developed by Collaborating Institute or its students during the course of this MOU for Cognizant, including all additions to, deletions from, alterations or revisions of the industry solutions / work product, and all drafts, notes, source and object code, concepts, ideas, suggestions, approaches related thereto or contained therein, and all other documentation and materials developed or furnished or to be developed or furnished by students, and each element and part thereof.

d. Except as expressly provided above, nothing contained in this Agreement or otherwise shall be construed to grant Collaborating Institute any right, title, license or other interest in, to Cognizant's Pre - Existing or New Intellectual Property (whether by estoppel, forfeiture or waiver of rights, implication or otherwise). Collaborating Institute acknowledges that as between Collaborating Institute , its students and Cognizant, Cognizant shall be considered the author of the New Intellectual Property and the industry solutions /work product for all purposes and Cognizant shall be the sole and exclusive owner of all of the rights comprised in the copyright and of all possible copyright registrations, patents, trademarks, and of all applications for or renewals of any of the foregoing, and of any other intangible intellectual property embodied in the New Intellectual Property and the Industry solutions/work product.

e. Any and all patents/trademarks/copyrights that may be applied for protecting the 'New Intellectual Property' shall be assigned by the Collaborating Institute, its students to Cognizant and shall be owned and maintained by Cognizant.

f. Cognizant shall retain the exclusive right to commercialize the Intellectual property in the commercial solutions/ work products and the 'New Intellectual Property'. Nothing contained herein shall be construed to grant any commercialization rights to Collaborating Institute, whether during the term of this MOU or in future.

g. Except as otherwise provided herein, Collaborating Institute shall not use, reproduce, modify, license, distribute or otherwise deal with the technology, patents or any part thereof present within the New Intellectual Property, without the prior written consent of Cognizant.

h. Collaborating Institute warrants that to the best of his knowledge and belief the Pre-existing Intellectual Property legally and beneficially owned by Collaborating Institute and used to create the New Intellectual Property, or the industry solutions does not infringe any third-party intellectual property rights whatsoever.

i. Publication rights:

i. Cognizant shall have the sole right to publish articles, white papers or other, whether electronically or otherwise, relating to Cognizant's Pre – Existing Intellectual Property and 'New Intellectual Property'.

ii. Any publication desired by Collaborating Institute shall be subject to prior review and written approval by Cognizant. Any proposed publication shall be submitted to Cognizant at least 45 days in advance, for review and approval.

iii. A copy of any proposed publication or presentation (hereinafter called "Manuscript") will be submitted to Cognizant at least forty five (45) days in advance of submission for publication to assure: 1) that no patentable invention, trade secret, confidential or proprietary information, is contained in the Manuscript and if any such material is identified in the Manuscript, all such material will be removed from the Manuscript before it is submitted for publication or other public disclosure, and 2) that the proposed publication or presentation/public disclosure date does not affect pending or potential patents. Such material will be removed from the Manuscript before it is submitted for publication or presentation, or publication or presentation will be delayed for a period of time (not to exceed six (6) months) to allow for time to obtain patent protection.

iv. Collaborating Institute shall not disclose, whether orally or otherwise, distribute, or in any way publish any information/details covered by this MOU to any third party without Cognizant's written permission.

(j) Further Grants/Assignment. Further, to the extent Collaborating Institute has any rights with respect to any aspect of the New Intellectual Property and / or the industry solution / work product, Collaborating Institute further grants and assigns and transfers to Cognizant all of Collaborating Institute's right, title, and interest in and to the New Intellectual Property and / or industry solutions/work product and all material contained therein or prepared therefor and the results and proceeds thereof, including, but not limited to, the copyright, all possible copyright registrations, patents, trademarks, all possible applications for or renewals of any of the foregoing, and any and all other intangible, intellectual property embodied in the New Intellectual Property and / or industrial solutions/ work product. Cognizant shall have the sole and exclusive right throughout the world in all languages and in perpetuity to use and exploit all or any part of the New Intellectual Property and the work product and all or any part of any material contained therein or prepared therefor, whether or not used therein, in any format or version, by any means and in any media, whether now known or hereafter developed.

(k) Claims. Without limiting the foregoing, Collaborating Institute hereby waives any and all claims that Collaborating Institute may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the New Intellectual Property, the industry solutions and work product, and all results and proceeds of student's participation under this MOU.

(l) Further Instruments. Collaborating Institute shall execute such further instruments as Cognizant may request to establish, maintain or protect Cognizant's rights in and ownership of the New Intellectual Property and / or the industry solutions / work product. In the event Cognizant is unable for any reason, after reasonable effort to secure Collaborating Institute's signature on any document needed in connection with the actions specified in this section, Collaborating Institute hereby irrevocably designates and appoints

Cognizant and its duly authorized officers and agents as Collaborating Institute's agent and attorney in fact, to act for and in Agency's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this MOU with the same legal force and effect as if executed by Collaborating Institute. Collaborating Institute hereby waives and quit claims to Cognizant any and all claims, of any nature whatsoever, that Collaborating Institute now or may hereafter have for infringement of any rights assigned hereunder to Cognizant.

(m) Collaborating Institute and its students shall not use the New Intellectual Property or Cognizant Pre – Existing Intellectual Property for any other purposes including sharing with third parties for commercialization nor shall distribute the New Intellectual Property or Cognizant Pre – Existing Intellectual Property directly or indirectly discourses to any third party. Collaborating Institute herewith acknowledges that the problem statement, industrial solutions are to be used by the students only for educational purposes and not commercial.

(n) Student/ Candidate Exhibit. Collaborating Institute shall require all students to sign below Exhibit A "Participation Agreement" before participating in any of the collaborative programs and shall provide Cognizant with the original of such signed Exhibit A or facsimile or scanned copies thereof as may be requested by Cognizant.

(o) For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copy rights, service marks, patents, logos, letter heads, other published material, stationary etc. in respect of Cognizant's name / brand name, shall solely and absolutely vest in Cognizant and Collaborating Institute shall have no claim, lien or encumbrance thereof directly or indirectly except upon receiving the prior written consent of Cognizant for usage of trade mark/trade name in the brochures, published material for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from Cognizant and subject to conditions, restrictions & for the period as may be prescribed by Cognizant. Collaborating Institute will not use Cognizant's name, logo and trademark in any promotional materials or other communications with third parties without the prior written consent of Cognizant and Collaborating Institute shall at all times comply with the trademark usage policy of Cognizant. Cognizant reserves the right to terminate usage of logo with immediate effect if Collaborating Institute is in breach of its obligation under this Section.

## **12. Limitation of Liability:**

In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party. In no event shall Cognizant's liability to Collaborating Institute or any other person or entity arising out of or in connection with this MOU or the Services exceed, in the aggregate, INR Five Thousand Only.

**13. Compliance:** In performing its obligations under this MOU, Collaborating Institute shall comply with all applicable laws, statutes and regulations including, but not limited to, those prohibiting bribery, corruption,

kickbacks, or similar unlawful or unethical conduct, including, without limitation, the [name of local legislation if known] and U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

#### 14. Jurisdiction

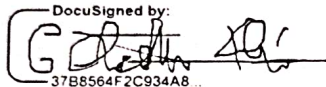
All or any of the disputes are subject to the exclusive jurisdiction of Chennai courts only.

**15. Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MOU OR EACH STATEMENT OF WORK, NEITHER PARTY MAKES ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This MOU is signed by the authorized representatives of both the Parties.

*For and on behalf of* Collaborating Institute

*For and on behalf of* Cognizant

DocuSigned by:  
  
37B8564F2C934A8

**(AUTHORISED SIGNATORY)**

**Name: Dr. C. Sakthi Kumar**  
**Designation: Director**

DocuSigned by:  
  
2D79158E91124D8

**(AUTHORISED SIGNATORY)**

**Name: Aswathy Venugopal**  
**Designation: Senior Director, HR**

#### **Exhibit A – Participation Agreement**

This terms and condition in this Participation Agreement dated as of \_\_\_\_ (the "Effective Date"), is by and between with **Panimalar Engineering College (PEC) – Chennai** its principal office at Bangalore Trunk Road, Nazarethpet, Poonamallee, Chennai - 600123 - Tamil Nadu 600069 ("**PEC**"), and [name of student], having admission number \_\_\_\_\_ residing at \_\_\_\_ (the "Student").

In consideration of the mutual promises and covenants set forth herein Student and PEC agree as follows:

1. PEC has signed Memorandum of Understanding with Cognizant Technology Solutions India Private Limited ("Cognizant") to enable certain industry academia collaboration and to provide opportunity to the students to participate in the identified IT industry activities planned along with Cognizant.
2. Student herewith agrees that the participation is purely voluntary to gain knowledge and expertise on challenges faced by IT sector and there is no compensation paid for such industry solutions created during the course of the programs or joint activities. The participation in these collaboration programs does not warrant any placement or recruitment for job and Cognizant is not obligated to hire or recruit based on the collaboration activities/projects.
4. Cognizant Property. Student hereby covenants and agrees that Cognizant shall own all right, title and interest in and to the industry solutions/ work product created by the Student as part of the collaboration projects under this MOU, including all additions to, deletions from, alterations or revisions of the industry solutions /work product, and all drafts, notes, source and object code, concepts, ideas, suggestions, approaches related thereto or contained therein, and all other

documentation and materials developed or furnished by the student, and each element and part thereof (collectively, "New Intellectual Property").

5. Without limiting the foregoing, the Student hereby acknowledges that the work done under the collaboration projects hereunder and all results and proceeds thereof, including, without limitation, the New Intellectual Property and the industry solutions/ work product, results and proceeds shall be considered works made under the scope of this MOU. As between the Student and Cognizant, Cognizant for all purposes shall be the sole and exclusive owner of all the rights comprised in and shall be considered the author of the New Intellectual Property and the industry solutions/work products created during the course of the collaboration projects under this MOU. Cognizant shall be the owner of all copyright and of all possible copyright registrations, patents, trademarks, and of all applications for or renewals of any of the foregoing, and of any other intangible intellectual property embodied in the New Intellectual Property and the industry solutions/work product.
  
6. Further Grants. To the extent such rights do not vest in Cognizant in any aspect of the New Intellectual Property and / or industry solution/work product, Student further grants and assigns and transfers to Cognizant all of the Student's right, title, and interest in and to the industry solution/work product and the New Intellectual Property, and all material contained therein or prepared therefore and the results and proceeds thereof, including, but not limited to, the copyright, all possible copyright registrations, patents, trademarks, all possible applications for or renewals of any of the foregoing, and any and all other intangible, intellectual property embodied in the industry solution/work product and the New Intellectual Property. Cognizant shall have the sole and exclusive right throughout the world in all languages and in perpetuity to use and exploit all or any part of the New Intellectual Property and the industry solutions / work product and all or any part of any material contained therein or prepared therefore, whether or not used therein, in any format or version, by any means and in any media, whether now known or hereafter developed.

7. Claims. Without limiting the foregoing, the Student hereby waives any and all claims that may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the New Intellectual Property, the industry solution /work product created hereunder.
  
8. Further Instruments. The Student shall execute such further instruments and take such further actions as Cognizant may request to establish, maintain or protect its rights in and ownership of the New Intellectual Property and the industry solution/work product. In the event Cognizant is unable for any reason, after reasonable effort to secure the Student's signature on any document needed in connection with the actions specified in this section the Student hereby irrevocably designates and appoints Cognizant and its duly authorized officers and agents as the Student's agent and attorney in fact, to act for and in the Student's behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this document with the same legal force and effect as if executed by the Student. The Student hereby waives and quitclaims to Cognizant any and all claims, of any nature whatsoever, that the Student now or may hereafter have for infringement of any rights assigned hereunder to Cognizant.
  
9. Confidentiality. In connection with the performance of services for Cognizant, it is understood that Cognizant may disclose to Student, or Student may have access to Cognizant's or its customer's Confidential Information as hereinafter defined. Student shall (i) hold the Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using at least a reasonable standard of care and in accordance with applicable law and (ii) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this document. Without Cognizant's prior written approval, Student shall not disclose the Confidential Information to any party other than those Cognizant employees (or employees of Cognizant's affiliates) or other Student's working on the same project having a need to know such Confidential Information. All materials furnished to Student by Cognizant shall be considered Confidential Information, shall remain the property of Cognizant and shall be returned to Cognizant promptly upon the termination of this MOU or at Cognizant's earlier request. Student shall not copy, reproduce or appropriate for its benefit or the benefit of any third party, any of the Confidential Information. "Confidential Information" shall mean any and all information or proprietary materials (in every form and media) of Cognizant and its affiliated companies and customers and their respective licensees, customers or other third parties who have entrusted information or other materials to them not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available to, or otherwise acquired or observed by Student in connection with the activities contemplated hereunder, whether or not developed by Student and whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, any and all software programs, code, documentation, derivative works, products and other results of the services performed by Student, all trade secrets, sales and operating information, existing and potential products, services, business and marketing plans and strategies, financial information, cost and pricing information, customer lists, personal or other data, personnel information, including any personally identifiable information relating to the customers of Cognizant, media, know-how, designs, drawings, specifications, source codes, technical information and data, technology, concepts, reports, methods, processes, techniques, operations, devices, confidential information disclosed to Student by Cognizant, , and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright. Student acknowledges and agrees that the Confidential Information constitutes valuable trade secrets of Cognizant. Student's obligations under this Section will continue for each item of Confidential Information until such time as Student can show that such item of Confidential Information (i) is or becomes publicly available other than as a result of any act or failure to act by Student (ii) was known to Student, without an obligation to keep it confidential, prior to Student's receipt of such item of Confidential Information from Cognizant; or (iii) has legally and properly been received by Consultant from a person other than Cognizant, through no breach of any agreement with

Cognizant and without an obligation to keep it confidential. Student may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it; provided that Student (a) gives Cognizant reasonable written notice to allow Cognizant to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

10. Student is not an employee of Cognizant and are also not the legal representative or agent of, nor does the Student have the power to obligate, Cognizant for any purpose whatsoever.

**IN WITNESS WHEREOF, this Exhibit A – Participation Agreement has been duly executed and delivered on behalf of each of the parties hereto as of the date first above written.**

**Panimalar Engineering College (PEC)**

By: \_\_\_\_\_

Name:

Title:

Name of Student: \_\_\_\_\_

By: \_\_\_\_\_

Admission # \_\_\_\_\_