



**Capgemini Technology Services India Limited**  
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### Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 4<sup>th</sup> July 2025 by and between:

- I **Capgemini Technology Services India Limited**, a company incorporated under the Companies Act, 1956 with its office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057 Maharashtra (hereinafter referred to as “**CAPGEMINI**” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

- II **Panimalar Engineering College** located at **Bangalore Trunk Road, Poonamallee, Chennai 600123** hereinafter referred to as the “**Institution**” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

CAPGEMINI and The Institution are also referred to as the “**Parties**” in the collective and as the “**Party**” in the singular.

1. This MOU between CAPGEMINI and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent (“Collaboration”). The Collaboration hereunder shall commence on 4<sup>th</sup> July 2025 and will be valid for 2 years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity: (Refer Annexure I)
2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. Institution agrees to unconditionally grant CAPGEMINI a preferential status for recruiting its students from the campus.



5. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
6. Neither party shall:
  - a) Infringe the intellectual property belonging to the other party
  - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
  - c) Be or represent itself as a representative of the other
  - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.

7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions were the actions of the other.

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;



- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.

Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

8. In the event of the termination of this MoU, this MOU shall stand cancelled with no outstanding rights, obligations or liabilities whatsoever between the Parties, provided that the Parties may, subject to mutual consent in writing, extend the terms of this MoU as they may mutually deem appropriate or necessary. Notwithstanding anything contained in this MoU, Parties shall have the right to terminate this MoU without giving any reason therefor, at any time by giving a written notice of forty-five (45) days to the other Party.

Effect of Termination: Upon expiry or early termination of this MoU as mentioned above, both the Parties shall be liable to return all the Confidential Information, documents, materials etc. made available to it by the other Party within fifteen (15) days of such expiry or termination and certify compliance to this clause. In the event it is not possible to return any of such Confidential Information, documents, materials, the other Party shall immediately purge/destroy such Confidential Information (as defined below), documents, materials etc. and certify the same.

9. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU. Either Party shall not be liable for any non-performance or delays attributable to force majeure events subject to written intimation of the same within a day or as early as possible/practicable.
10. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable CAPGEMINI policies when working on CAPGEMINI premises with regard to Collaboration. The Institution agrees to keep CAPGEMINI fully indemnified against any unlawful activity or breach of instructions from CAPGEMINI by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
11. Marketing and Promotion. Institution will use reasonable commercial efforts to promote, advertise, and market offerings at Institution's premises. CAPGEMINI approved branding, marketing materials, and messaging may be used by Institution in accordance with this Agreement or as provided along with respective marketing materials. Institution will notify to CAPGEMINI before any media releases or public announcements are made by Institution related to this Agreement.



12. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.
13. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
14. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

Accepted for and on behalf of **Capgemini Technology Services India Limited**

Accepted for and on behalf of **Panimalar Engineering College**

Signed: Allen Gilbert

Signed: Dr. C. Sakthikumar

Name: ALLEN GILBERT

Name: Dr. C. Sakthikumar

Position: EVP

Position: Director, Panimalar Group of Institutions

Date: 04.07.2025

Date: 04.07.2025

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## **Annexure I**

### **Commitments from Capgemini:**

- Capgemini will conduct a training through Capgemini SMEs and/or Vendor to lead the training sessions.
- Capgemini will organize orientation sessions for students
- Capgemini SMEs/executives will take part in conducting virtual sessions in addition to participation in Trainings
- Capgemini, Vendor (if any), Collaboratively review the participants' progress every two weeks
- Capgemini will maintain regular interactions with students/ Faculties to collect feedback on the training

### **Commitments from Panimalar Engineering College**

- Closely work with Capgemini Relationship Sponsor to agree on Engagement Charter
- Agree on dates, topics, time slots for Guest Lecture, FDPs and other activities
- Monitor the progress of the candidates and provide regular updates to Capgemini on attendance, drop offs etc.
- Ensure to communicate to all participants to have working laptops, internet connection and other required essentials before they start their training journey with Capgemini
- Ensure appropriate communication is sent out to Capgemini regarding any medical contingencies of the candidates
- Attend biweekly call with Capgemini mentors and Capgemini stakeholders to discuss about the program and ensure appropriate communication protocols are setup
- Encourage Students to actively participate in all engagement activities and provide necessary software development skills (Java/J2EE/Cloud Native/AWS/.NET/Azure/Integration/any other as per business requirement) for them to facilitate
- Include Capgemini representatives on the Advisory board/Committee to give inputs on Curriculum and the CoE roadmap as may be relevant to collaboration under this MoU.
- Support during Campus drives and provide First right to Hire 3rd year students who enrolled for this Program
- Support to ensure that all candidates complete case study and assignments on time which is one of the pre-requisites for their early onboarding to Capgemini

### **Marketing and Branding** *(This is not exclusive list)*

- University will provide visible and highly-frequented space/s for branding.
- University will do a joint press-release announcing the association.
- University will do a social media post to announce the association on all their channels and tag @CapgeminiIndia on Facebook, Twitter, Instagram & tag @Capgemini on LinkedIn and vice versa



- University will send an announcement mail/letter to all students and to their parents/guardians about the association.
- University will provide email database of students and their parents/guardians for us to use for promotion
- University will provide a space on their website for Capgemini social media feed and also add a link to Capgemini's Career site.
- University can add the Capgemini brand in their yearbooks/magazines and promote the collaborations during placements as well.
- University will display a banner/standee/plaque/logo in the main reception corridor promoting the association.
- Any student working in labs set by Capgemini and is trained under Capgemini faculty, if he/she applies for a patent (for work that he/she did under Capgemini faculty's guidance) then he/she needs to give the credit to Capgemini as well.
- University to play Capgemini provided video/s or marketing collaterals in University fests and/or events.