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14/08/2024

PANIMALARENGINEERING COLLEGE, CHENNAI.

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V.N. SACHIDANANDAM

V.N. SACHIDANANDAM
STAMP VENDOR
AVADI, CHENNAI-64.
LICENCE NO. 1484/EP/4

2023

MEMORANDUM OF UNDERSTANDING

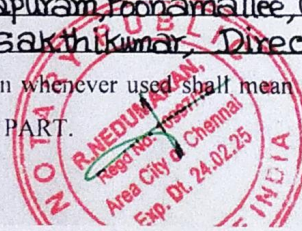
This Memorandum of Understanding ("MOU") is executed on this, the 14th Day of August 2024, at Chennai

BY AND BETWEEN

HEXAWARE TECHNOLOGIES LIMITED, Headquarters at 152, Sector-III, Millennium Business Park, A-Block, TTC Industrial Area, Mahape, Navi Mumbai-400710 and represented by its authorized signatory **RAJESH B** (hereinafter referred to as 'Hexaware' which expression whenever used shall mean and include its successors, administrators and assigns) of the ONE PART;

AND

PANIMALAR ENGINEERING COLLEGE having its Administrative Office at Address- Bangalore Trunk Road, Varadharajapuram, Ponnamallee, Chennai - 600 123 represented by its authorized signatory Dr. C. Sakthikumar, Director (hereinafter referred to as "College" which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART.





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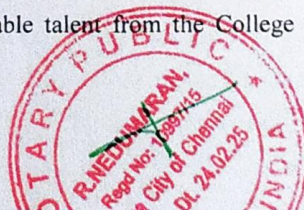
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AVADI, CHENNAI-54.
LICENCE NO. 1481/E/94

(Hexaware and College are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Hexaware is a global Information Technology, Consulting and Digital Solutions company that provides IT and business consulting, application support and maintenance, development, systems integration and managed services to its customers.

WHEREAS PANIMALAR ENGINEERING COLLEGE is a progressive autonomous institution approved by All India Council for Technical Education, Affiliated to Anna University, Chennai

AND WHEREAS PANIMALAR ENGINEERING COLLEGE is desirous of placing its students in Hexaware through Campus placement AND WHEREAS Hexaware is desirous of identifying and nurturing suitable talent from the College who will be offered for placement to Hexaware after graduation.



AND WHEREAS this MOU is intended to be legally binding between the Parties and is enforceable in accordance with the applicable laws and regulations.

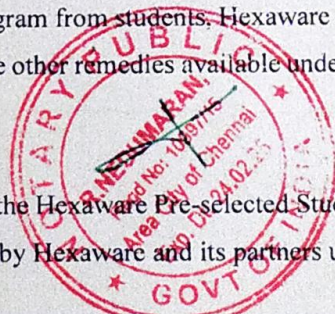
Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

NOW THIS MOU WITNESSETH AS FOLLOWS:

- I. That the Parties on this day have executed this MOU to establish a partnership with an intention to enhance the capability of the students selected for Hexaware from the College through guidance on industry requisite courses, focus training for the pre-selected students through the College faculty that will be trained by Hexaware and other Industry Academia collaboration between the Parties subject to the following **Terms and Conditions:**
 - a. This Program Sponsors shall be the Vice Chancellor//Dean / Head of Department from the College and Head- Revenue Assurance from Hexaware.
The 3rd year students to be trained shall be pre-selected by Hexaware (hereinafter referred to as the 'Pre-selected Students') as per Hexaware's selection process and a Letter of Intent (LOI) will be given to the pre-selected students which will specify the conditions to be complied with in order to join the organization.
 - b. The pre-selection is primarily for the Graduate Engineer Trainee (GET) category. The top performing students from the training program who qualify may be selected as Premier Graduate Engineer Trainees (PGETs), subject to company policy. Hexaware will have the final call based on individual performance in this regard. All final selections for offer will be subject to selection in the final Hexaware recruitment process.
 - c. Hexaware will provide the College with Training curriculum, connect with Hexaware's training partners for learning contents and assessments, industry-Academia exposure and support events to uplift the capability of the pre-selected students. The College shall use the materials, procure at its own cost necessary software and access to Hexaware partner's Portal and program manage these efforts under the guidance of designated representative of Hexaware and exclusively for the purpose specified under

this MOU.

- d. The College shall nominate two or three faculty members for undergoing the Trainer Certification Program by Hexaware. The faculty, after completion of certification, will be allowed to train a certain number of students as agreed upon by the parties in writing from time to time.
- e. The College shall establish a Center of Excellence (CoE) under the guidance of Hexaware with the specified infrastructure requirements of Hexaware and shall use the CoE for imparting the CoE specific course/training. This CoE shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the College or other Organizations.
- f. Refer Annexure -1: Campus Connect Collaboration Plan is a list of recommended programs by Hexaware which aims to make the selected candidates Industry ready. Hexaware recommended programs will be implemented for the Pre-Selected candidates.
- g. The Pre-Selected students in their 6th Semester, will have to complete the Foundation course consisting of both Soft skills and Technical Skills. On successful completion of the Foundation course, they will undergo a specialized training under the Centers of Excellence identified by Hexaware for the College and obtain their certification in their 7th Semester.
- h. The course will be imparted for the duration specified by the Hexaware as an additional training program. This program will be run during the 3rd year of the graduation course being offered by the College for the Pre-selected students.
- i. The College shall not charge the Pre-selected students any fee for this course. If it is found that the College has charged fees for this program from students, Hexaware shall have the rights to terminate this MOU and/or pursue other remedies available under the law, against the College.
- j. The College shall not train any students other than the Hexaware Pre-selected Students using the know-how and resources made available by Hexaware and its partners under



this Agreement. The College shall ensure and commit that all students pre-selected by Hexaware and undergoing the programs under this MOU, shall not sit through the Campus Selection process of any other company. Any of the Pre-selected Students who is not made an offer by Hexaware in the final selection is free to apply to any other company.

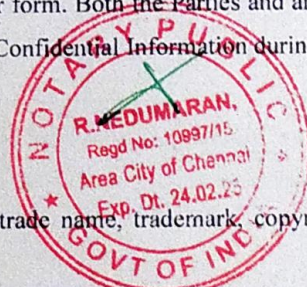
- k. Hexaware shall have the discretion to make employment offers to any of the Preselected Students upon successful selection in Hexaware's recruitment process subject to completion of their graduation. Hexaware shall not be under obligation under this MOU to recruit any fixed number of Pre-selected students.
 - l. The program involves substantial efforts and investment and continuous engagement from Hexaware with the intent to develop and hire substantial numbers from the College. The College shall therefore take all necessary steps to ensure that at least 90% of the pre-selected students join Hexaware after successful completion of the training. A drop in the joining percentage below the expected level will seriously jeopardize Hexaware's interests and may be a material reason to not continue the engagement in the following years.
 - m. Pre-selected Students who undergo this program in their 3rd Year, after completing the Hexaware Training Program, may be given an internship opportunity in their 8th Semester (4th Year) by Hexaware either in its premises or through the Hexaware Lab which will be setup in the College for administering Internships remotely by Hexaware.
2. This MoU is subject to the College earmarking 100+ students for placement in Hexaware exclusively and meeting the qualification and past performance criteria defined by Hexaware (Ranking in either of the following: NIRF, Career 360, NBA & NAAC (A))
 3. The MOU shall be valid for three years from the date of execution. Hexaware shall have the right to terminate this MOU in the event of breach of material obligations including confidentiality obligations by the Partner, by giving a notice of fifteen (15) days, provided that the breach is not remedied by the College within such period.
 4. The Parties herein have agreed to perform various obligations for the purpose outlined in the MOU earlier and there is no monetary obligation/consideration involved herein



between the Parties. The College shall bear all expenses towards providing infrastructure, network and internet access, other facilities required for the education and training and such other expenses incurred in performing its obligations under this MOU. Hexaware shall likewise bear the cost of its portion of obligations under this MOU.

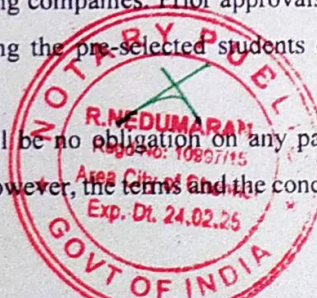
5. The Parties shall take reasonable steps to ensure the successful performance of the obligations agreed including setting up of a Joint Governing Council consisting of the Dean and Heads of Departments of the College and Subject Matter Experts and a Program Director from Hexaware both to monitor/audit the Program on a quarterly basis and cooperate with each other to duly performing the obligations agreed upon.
6. Under no circumstances, shall the Parties be treated as the vendor, employee, contractor, representative and agent of the other.
7. Any information or documentation received by the Partner during the term of this MOU shall be deemed as 'Confidential Information' under this MOU. The Confidential Information includes, but is not limited to, any information, course material, plans, discussions, strategies or any material provided by Hexaware or its Partners to the College, and Hexaware's technology including discoveries, inventions, research and development efforts, manufacturing processes, hardware/ software (regardless of media) design and maintenance tools and hardware/software product know-how, which may be disclosed by Hexaware to the College during the pendency of this MOU. Confidential Information shall also include any information marked "Confidential" or "Proprietary" but does not include any information already in the public domain or such information which was obtained from a third party. Both the parties shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, Partner shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. Both the Parties and any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 1 year after.

The Parties shall not make unauthorized use of the trade name, trademark, copyright,



patent, symbol, licenses, or designation belonging to the other party without prior approval and permission. In the event, the College or any of its personnel/ students/ faculty breach its confidentiality obligations or infringe the intellectual property of Hexaware, Hexaware shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the College shall indemnify, defend and hold harmless Hexaware, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.

8. Hexaware shall also provide requisite publicity material such as handouts, information brochures and posters, if applicable to the College. Upon expiration, termination of this MOU or when requested by Hexaware, the College shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Hexaware.
9. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
10. Hexaware may have similar collaborations with other institutions and this Agreement is not exclusive.
11. The College may have similar collaborations with other Companies so long as Hexaware's interests are not compromised, confidentiality of the knowhow and processes are maintained, the pre-selected students alone are put through Hexaware's training curriculum and made available exclusively to Hexaware for its recruitment process.
12. The college shall take all necessary steps to safeguard the interest of Hexaware by avoiding any conflict of interest with other competing companies. Prior approvals need to be taken from Hexaware for any event involving the pre-selected students or the Hexaware CoE.
13. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions

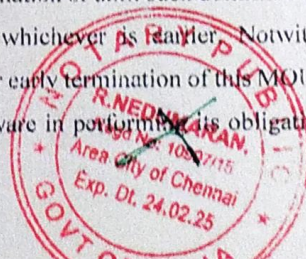


in this MOU shall be kept confidential.

14. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
15. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
16. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party as below

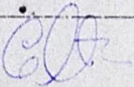
	College	Hexaware Technologies Ltd.
Name	Panimalar Engineering College Dr. I. Paul Theophilus Rajakumar	Mr. Rajesh B
Title	Prof. & Dean, Industry Collaboration & Placement	Executive Vice President- Revenue Assurance
Email ID	industry.collaboration@panimalar.ac.in	
Phone	9841777622	
Address	Bangalore Trunk Road, Varadharajapuram, Chennai - 600 123	H5, SIPCOT IT Park, Siruseri, Navalur PO, Kanchipuram Dist.- 603 103

17. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.
18. The termination of this MOU shall not affect the implementation of the projects or programs established under it, prior to such termination or until such definitive agreement is agreed and executed between the parties whichever is earlier. Notwithstanding anything to the contrary, in the event of expiry or early termination of this MOU, College shall reimburse all expenses incurred by Hexaware in performing its obligations under this MOU till the effective date of termination.



19. Any dispute arising out of this MOU shall be at the first instance attempted to be settled amicably between the parties within a period of 30 days. If the dispute is not resolved within 30 days from the date it first arose, or if either party believes that it is unlikely to be resolved in this matter, any such dispute shall be finally referred to arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled in accordance with Indian Arbitration and Conciliation Act 1996, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be conducted by single arbitrator mutually appointed by parties. The seat of arbitration shall be Chennai, Tamil Nadu, India and the arbitration shall be conducted in English language. In case, the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Chennai.

IN WRITTEN WHEREOF both parties put their hard seal on the day, month and year stated herein above;

Date	14-08-2024	07 November 2024 5:56:39 PM IST
Place	Chennai	MUMBAI
Name	Dr. C. Sakthikumar	Ayesha Nair
Company	Panimalar Engineering College	Hexaware Technologies Ltd
Signature		Ayesha Nair


R. NEDUMARAN, B.Sc., B.Ed., B.L.,
 ADVOCATE, NOTARY PUBLIC
 COMMISSIONER OF OATHS
 No: A-11, Venkatesan Salai,
 Periyar Nagar, Chennai - 600 082.
 Cell No: 9444230666 / 9884718066



Annexure 1: Campus Connect Collaboration Plan - Proposed

The following is the Campus Connect Collaboration Plan between both the Parties. It is a comprehensive list of proposed Programs to be rolled out by both the Parties for implementation based on agreed timelines.

S#	Program Name	Program Highlights	Target Audience	Frequency	Hexaware Responsibilities	College Responsibilities
1	Expert Sessions / Guest Lectures	1. Motivational Sessions 2. Technology Evangelization	All Students	4 Sessions a Year	Hexaware to nominate Tech Speakers	College to Schedule the sessions & plan the topics with Hexaware
2	STEP Workshop	STEP - Student Employability Program (Placement Orientation)	2nd Year & 3rd Year Students	2 (One Day) Workshops a Year	Hexaware to nominate Placement Mentors	College to plan & Schedule the workshop with Hexaware
3	FDP Workshop	Faculty Development Program	Select Faculty	2 (Two Day) Workshops a Year	Hexaware to nominate Faculty Mentors	College to plan & Schedule the workshop with Hexaware
4	TTT Workshop	Train the Trainer (TTT) Workshop	Select Faculty	Need Based	Hexaware will do the TTT workshops on need basis	College to plan & Schedule the workshop with Hexaware
6	Foundation Program	Foundation Program (Softskills + Tech Skills)	Offered Students in 3th Year	One Semester Program	Hexaware to design the Program and do the TTT	College will execute the training and supervise the program execution
5	CoE Certification	Select Technology Certification	3rd yr Select / 4th yr offered Students	One Semester Program	Hexaware will design the CoE and guide in setting up the CoE in the campus	College will setup and manage the CoE and Run the CoE programs with Competent CoE Champion



7	ODC Program	Hexaware Lab at the Campus for Projects & Internship	Offered Students in 4th Year	One Semester Program	Hexaware to design the Program and do the TTT. Remotely Monitor the ODC Operations	College will supervise the program execution in the Hexaware Lab through a Manager trained by Hexaware
8	Industry Visit Program	Hexaware 1 Day Visit Program	Select Faculty and Students	2 Visits per year	Hexaware will host the visit	College to plan & Schedule the visit with Hexaware
9	Tech Summit	Technology Summit – Paper Presentations, CoE Exhibits, Tech Quiz, Hackathon etc	Organized by Offered Students, guided by Faculty	1 per Year	Hexaware will design the event and guide the College Event Team	College will plan, schedule, fund and execute the event
10	IT Club	Programmers Club – Challenge Lab & Alumni Connect	Select Students	Club to plan activities	Hexaware will design and mentor the club	College will launch and monitor the club activities



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