



01/02/2024
தமிழ்நாடு தமிழ்நாடு TAMILNADU
Panimalar Engineering College
Chennai - 600123

S. ANSARI SYED AT 412325
STAMP VENDOR
LICENCE No.28/ Ch (8) 2010
No.53/14, 4th Cross Street, M.S. Nagar,
Poonamallee, Chennai-600 058,
Cell:9176911234, 9952228428

Memorandum of Understanding

**Tech
Mahindra**

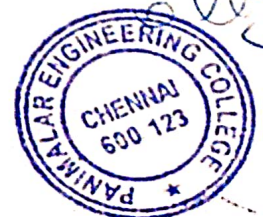
This Memorandum of Understanding (hereinafter called "MOU") is made and entered into on this First day of February 2024 at Chennai

BY AND BETWEEN

Tech Mahindra Ltd., a company incorporated under the Companies Act, 1956 and a company within the meaning of Section 2 of the Companies Act, 2013 having its Registered Office at Gateway Building, Apollo Bunder, Mumbai - 400001, India (hereinafter referred to as "TechM" which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include its successors and assigns) **OF THE FIRST PART**

AND

Panimalar Engineering College, having its Registered Office at Bangalore Trunk Road, Vadharajapuram, Nazerethpet, Poonamallee, Chennai 600123 (hereinafter referred to as



" PEC ", which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include its successors and permitted assigns) OF THE SECOND PART

(TechM and PEC shall be collectively referred to as the "Parties" and individually as the "Party".)

1. OBJECTIVES OF THE MOU

The objectives of this MOU are:

- a. To promote interaction between TechM and PEC in mutually beneficial areas of upcoming technologies like Java Full Stack/Cloud/Data Engineering/SRE/DevOps/Prompt Engineering / GenAI, Cyber Security etc. and consented by both the Parties.
- b. To provide a formal basis for joint collaborative work environment between TechM and PEC.
- c. To become most preferred and trusted partner in the area of knowledge enrichment for mutual benefit
- d. To facilitate project/internship for BE/M.Tech/MCA/M.Sc.(CS/IT) students based on the terms and conditions as may be separately agreed upon.
- e. To collaborate, share information and technology to develop the required skills and to this intent, the parties intend to create a center of excellence to support this collaborative effort.

2. PROPOSED MODES OF COLLABORATION

The Parties shall form a Program Management Committee, which shall monitor, approve and appoint the owners for each of the activities from either side for execution and monitoring.

TechM and PEC propose the following primary activities to collaborate:

- 2.1 *Participation in Advisory Board*
TechM representatives on PEC Advisory Board for industry inputs on course curriculum
- 2.2 *Capability Development through CoE*
Setting up CoE for cross skilling and up skilling graduate students in areas like Cloud Technologies or any other areas which are mutually agreed between TechM and PEC
- 2.3 *Internship*
Internship for graduate/post-graduate students of PEC as per the TechM requirement. Eligibility criteria and pre-requisites TechM to provide at the time of request.
- 2.4 *Publication, Product and Patent*
White papers
Participation in national /international conferences/journals
Patent development
Practice, Framework or Product development
- 2.5 *Recruitment*
Interns who have completed internship at TechM successfully, active graduate/post-graduate level students from selective branches of PEC would be enabled to come on board subject to business requirement and clearing through the natural quality gates of TechM recruitment process.



2.6 *Industry Visits*

Active graduate/post-graduate level students from selective branches of PEC would visit TechM premise to understand the IT practice and work environment.

2.7 *Workshops, Webinars, Seminars and Events*

TechM would plan and conduct Workshops, Webinars, Seminars Competition and other events at PEC premise for graduate/post-graduate students as well as faculty members.

3. PROPOSED TIMEFRAME

While both TechM and PEC look forward for a long term relationship turning into win-win approach for both the Parties, this MOU shall be executed for an initial term of two (2) years and thereafter the Parties can renew the MOU every year on mutually agreed terms, based on the review of previous years' activities. The Strategic and Governance Board to be formed by the Parties shall identify the necessary terms of reference for such periodic review.

4. IPR

Each Party reserves and retains all right, title and interest in and to its proprietary software, products and processes. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration shall be the property of both parties. Neither Party shall take any action inconsistent with, or that might adversely affect, other Party's rights hereunder. Nothing contained in this MOU shall be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either Party acquired prior to or after the date of this MOU.

It is also mutually agreed between the Parties that this MOU excludes a development/creation or invention of IPR by students, faculty, and employees of either Party, who has received a grant from any Univ/College/university, government or any other funding organization. In other words, IPRs developed by virtue of joint work done by TechM and PEC stakeholders under this MOU shall be a "Joint Intellectual Property" of TechM and PEC.

Separate supporting information mentioning further insight into definitions and scope pertaining to IPR is provided in Annexure I.

5. CONFIDENTIALITY

- a. During the period of this MOU and for a period of two years from the date of disclosure, each Party agrees to consider as confidential all information disclosed by the other Party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party



A handwritten signature in blue ink, appearing to be a stylized name, located to the right of the stamp.

- is received from a third party having no obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

The Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.

In addition to above, the stakeholders involved during this program engagement should adhere to security policies including information security of both the Parties. Researchers and developers engaged under this MOU must comply to the information security policies.

6. NON-EXCLUSIVITY

The relationship of the Parties under this MOU shall be non-exclusive and both the Parties, including their affiliates, subsidiaries and divisions, are free to pursue other MOUs or collaborations of any kind.

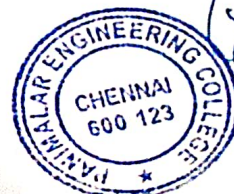
7. TERMS AND TERMINATION

This MOU shall be valid for the period of two years from 1-Feb-2024 to 31-Jan-2026. This MOU may be amended or terminated earlier by mutual written agreement of the Parties at any time. Either Party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other Party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any research agreements executed before such termination of MOU. Neither Party shall be entitled to any compensation in the event of termination of this MOU.

8. GOVERNANCE AND PROGRAM MANAGING COMMITTEE(GPMC)

Following organization structure is proposed for both the Parties.

Nature of Activity	Representatives from PEC	Representatives from TechM
Strategic and Governance Board	Dr. I. Paul Theophilus Rajakumar Professor & Dean Industry Collaboration & Placement	Umesh Ganjale Head-Fresher Hiring and Training Dhananjay Diwan Principal Training Specialist
Program Management Committee	Dr. L. Jabasheela Professor & Head, Department of Computer Science and Engineering	Keerthi Sagar Naik L Manager



Role	Responsibilities
<i>Strategic and Governance Board</i>	<ol style="list-style-type: none"> 1. Define overall strategy and roadmap 2. Make strategic and tactical decisions and offer direction 3. Strategic decision for investment, patents/IPR etc. 4. Strategic decision for amendment of MOU, if any 5. Escalation point for program level issues 6. TechM PEC Engagement monitoring 7. Quarterly review /audit of program – Evaluate program, services and products, if any 8. Appointment of new board members and sub-committee members for unplanned vacancy 9. Ensuring availability to convene meetings at short notice to address critical path issues 10. Escalation point for program level issues
Role	Responsibilities
<i>Program Management Committee</i>	<ol style="list-style-type: none"> 1. Implement strategy and governance board decisions 2. Operating program and reporting program performance and shortcomings 3. Create QoQ dash board on progress of individual project undertaken in the niche areas specified and agreed upon by both parties 4. Individual level project life cycle management including resource and infrastructure planning 5. Create, Track , Monitor and evaluate individual spawned projects under this MOU 6. Escalation point for individual projects.

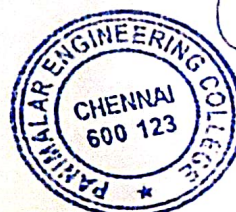
Based on research area of work, individual project teams will be formed with members from both the Parties.

9. ASSIGNMENT


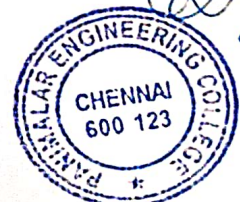
It is understood by the Parties herein that this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.



11. Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned Party or without its fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.
12. This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.
13. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the other Party's prior written consent. At all times contemplated herein, TechM and PEC shall remain independent contractors and each Party shall be responsible for its own employees. Each Party assumes no responsibility to the other Party for costs, expenses, risks, and liabilities arising from the efforts of the other Party.
14. Notwithstanding anything to the contrary in this MOU, any exhibit or attachment or any other document signed between the Parties regarding the subject matter of this MOU prior to this MOU, in no event shall either Party be liable to the other Party for the non-fulfillment or non-performance by either Party of its intentions laid down herein and neither Party shall be liable to the other Party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party as a result of such non-fulfillment or non-performance by the first Party.
15. This MOU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MOU shall be referred to the Courts at Pune which shall have exclusive jurisdiction over any dispute.

16. SIGNED IN DUPLICATE


This MOU is executed in duplicate with each copy being an official version of the MOU and having equal legal validity.

BY SIGNING BELOW, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day, month and year first written hereinabove.

On behalf of

Tech Mahindra Ltd.

By


Milind Pendse (Feb 9, 2024 17:09 GMT+5.5)

Name : Milind Pendse

Title : Assistant General Counsel

Date :

Witness :

1.

2.

On behalf of

Panimalar Engineering College

For PANIMALAR ENGINEERING COLLEGE

By


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

Title : Director

Date :



Witness :

1.

2.

Annexure I: IPR

Definitions

"Intellectual Property" (IPR) means all forms of intellectual property under the laws of any state or country including, but not limited to, patentable inventions, copyrightable works, mask works, designs, trademarks, service marks and trade secrets, that is first conceived or reduced to practice in the performance of the project and disclosed in writing to the Party.

"Sole Intellectual Property" means Intellectual Property invented, developed, created or discovered solely by employee/student/faculty of the Party.

"Joint Intellectual Property" means Intellectual Property invented, developed, created or discovered jointly by employees/students/faculties of the Parties or by employees/students/faculties who are obligated to assign to the Parties in performance of the project; provided that in the case of a patentable invention each such employee qualifies as an inventor pursuant to applicable patent law.

IPR covering Copyright, Patent, Trademark, Industrial Design, Database rights, Trade Secrets shall be contractually covered separately.

