



R.M.K. GROUP OF INSTITUTIONS
(Autonomous Institutions)

virtusa

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this, the March 22, 2022 at Hyderabad

BY AND BETWEEN

VIRTUSA CONSULTING SERVICES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at No. 34, IT Highway, Navalur, Chennai – 600130, and represented by its authorized signatory Mr. Vasu Pendyala (hereinafter referred to as 'Virtusa which expression whenever used shall mean and include its successors, administrators and assigns) of the ONE PART;

AND R.M.K. GROUP OF INSTITUTIONS (R.M.K. ENGINEERING COLLEGE, R.M.D. ENGINEERING COLLEGE AND R.M.K. COLLEGE OF ENGINEERING AND TECHNOLOGY), declared as Autonomous Institutions, Affiliated to Anna University, Chennai and having its campus at Kavaraipettai and Pudukkottai, Gummidipoondi (Taluk) represented by its authorized signatory Shri. R. S. Munirathinam, Founder – Chairman, R.M.K. Group of Institutions

(Hereinafter referred to as 'Partner (which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART;

(Virtusa and the Partner are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Virtusa is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems Integration and managed services to its customers.

AND WHEREAS the Partner is preferred destination for obtaining education in Engineering and its allied fields, at the undergraduate, post graduate and research levels, working towards transforming learners into achievers at the global level with the right attitude towards changing societal needs and the Institution has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS the Partner, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all engineering disciplines in the field of Information Technology ("IT"), has approached Virtusa with a proposal for forging an industry-institute academic alliance to facilitate and train the Partner's students and faculty on Full Stack Engineering by utilizing the Virtusa's relevant experience and projects, and by deputing its technicians at the lab of Partner with the object of providing exposure to the Partner's faculty and students to current industrial needs and requirements.

AND WHEREAS Virtusa, has agreed to the proposal of the Partner.

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:

Private and confidential – MOU between Virtusa Consulting Services Private Limited and
R.M.K. Group of Institutions

1. That the Parties on this day have executed this MOU with an intention to enhance the quality of the education for students of the Partner, to train the faculty of the Second Party and also for the purpose of Industry-Institute Collaboration between the Parties subject to the following terms and conditions:
 - a. The Partner shall establish a lab with the specified infrastructure requirements of Virtusa and shall use the lab for imparting the course/training. This lab shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the Partner
 - b. Virtusa shall provide the Partner with the material, software, and access to the Java – Full Stack library during the term of this MOU and the Partner shall use the materials, software and access to the Java – Full Stack library under the guidance of designated representative of Virtusa and for the purpose specified under this MOU. The Partner shall return such material, software and access to the Java – Full Stack library to Virtusa upon expiry or early termination of this MOU.
 - c. The Partner shall nominate two or three faculty members for undergoing the Trainer certification program at Virtusa office at Hyderabad for two weeks. The faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
 - d. The final year students to be trained shall be pre-selected by Virtusa (herein after referred to as the 'Pre-selected Students').
 - e. The course will be imparted for the duration specified by the Virtusa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by the Partner for the Pre-selected students.
 - f. The Partner shall not charge the Pre-selected Students any fee for this course. If it is found that the Partner has charged fees for this program from students, Virtusa shall have the rights to terminate this MOU or pursue other remedies available at law against the Partner.

- g. The Partner shall not train any students other than the Pre-selected Students. Virtusa shall have the discretion to make employment offers to any of the Pre-selected Students on completion of their graduation. Virtusa shall not be under obligation under this MOU to recruit any fixed number of Pre-Selected Students. Any of the Pre-selected Students who is not made an offer in the final selection is free to apply to any other company.
 - h. Virtusa shall be provided the day one or day two slot during the campus placements by the Partner, which will be decided based on mutual written discussion and agreement.
 - i. Pre-selected Students who undergo this program as part of their pre-final semester will be given an internship opportunity by Virtusa either in its premises or through virtual mode.
2. The MOU shall be valid for three years from the date of execution and the Parties shall be at fully liberty to terminate the MOU for convenience by issuing prior written notice of three months. Virtusa shall have the right to terminate this MOU in the event of breach of obligations by the Partner, by giving a prior notice of fifteen (15) days, during which period the breach is not remedied by the Partner.
3. The Parties shall take reasonable steps to ensure the successful performance of the obligations agreed and co-operate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with service motive and there is no monetary obligation/consideration involved herein between the Parties. However, the Partner shall bear all expenses incurred by Virtusa towards providing infrastructure, network and internet access, other facilities required for the education and training and such other expenses incurred by Virtusa in performing its obligations under this MOU. All expenses incurred by Virtusa in performing its obligations pursuant to this MOU shall be reimbursed by the Partner at the end of every month.

4. Under no circumstances, shall the Parties be treated as the vendor, employee, contractor, representative and agent of the other.
5. 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 Virtusa to the Partner, and Virtusa'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 Virtusa to the Partner 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. The Partner 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. The Partner or any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 5 years after.

The Parties shall not make unauthorized use of the trade name, trade mark, copyright, patent, symbol, licenses, or designation belonging to the other party without prior approval and permission. In the event, the Partner or any of its personnel/students/faculty breach its confidentiality obligations or infringe the intellectual property of Virtusa, Virtusa shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the Partner shall indemnify, defend and hold harmless Virtusa, 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 damage to property, fraud, gross negligence, willful misconduct, breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.

6. Virtusa shall also provide requisite publicity material such as handouts, information brochures and posters, if it deems necessary. Upon expiration, termination of this MOU or when requested by Virtusa, the Partner shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Virtusa.
7. Except for collaboration related to Java – Full Stack practice, the Partner is not debarred from having collaborations with others. For initiatives which are planned for Java – Full Stack domain, the Partner can invite guest speakers with prior written approval from Virtusa. Any other event in this domain will be conducted in collaboration with Virtusa.
8. 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.
9. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
10. 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.
11. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
12. 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.
13. 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.

14. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination. Notwithstanding anything to the contrary, in the event of expiry or early termination of this MOU, Partner shall reimburse all expenses incurred by Virtusa in performing its obligations under this MOU till the effective date of termination.
15. Any dispute arising out this MOU shall be at the first instance attempted to be settled amicably between the parties. In case the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Hyderabad.

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

Date: 22.03.2022

Place: Hyderabad

Name: **Mr. Raghuveer S**

Company: Virtusa Consulting Services Private Limited


Signature: 

Date: 22.03.2022

Place: Chennai

Name: **Shri. R. S. Munirathinam**

Company: R.M.K. Group of Institutions

Signature: 



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**Memorandum of Understanding
between M/S Tata Elxsi Ltd (TE)
And
R.M.K. Group of Institutions**

This Memorandum of Understanding (MoU), is made on this 10th September 2022 by R.M.K. GROUP OF INSTITUTIONS and between TATA ELXSI LIMITED, a company incorporated under the laws of Republic of India, having its principal place of business and registered office at ITPB Road, Whitefield, Bangalore 560 048, India (hereinafter referred to as 'TE' which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and assigns)

And

R.M.K. GROUP OF INSTITUTIONS (R.M.K. ENGINEERING COLLEGE, R.M.D. ENGINEERING COLLEGE and R.M.K. COLLEGE OF ENGINEERING AND TECHNOLOGY) hereinafter referred to as R.M.K. GROUP OF INSTITUTIONS.

1. Introduction

TE is in the business of providing Product Design Services, Industrial Design & Engineering Services, Animation, Visual effects and game asset building, System Integration services.

R.M.K. GROUP OF INSTITUTIONS (R.M.K. ENGINEERING COLLEGE, R.M.D. ENGINEERING COLLEGE and R.M.K. COLLEGE OF ENGINEERING AND TECHNOLOGY), declared as Autonomous institutions, affiliated to Anna University, Chennai and having its campus at Kavaraipettai and Pudukottai, Gummidipoondi (Taluk) represented by its authorized signatory Shri.R.S.Munirathinam, Founder – Chairman.

Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

2. Objectives of Cooperation

The main objective of this MoU is to provide a platform to build a strong and mutually fruitful relationship between TE and R.M.K. GROUP OF INSTITUTIONS.

The primary goals are:

1. To hire top-notch inspired students from the Electronics and Communication Department to work on emerging technologies with an intent to develop products for tomorrow in TELECOM, NETWORKING and IOT Technologies



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2. To develop and foster strategic linkages with R.M.K. GROUP OF INSTITUTIONS and the departments at TE.
3. To assist the students and enhance their knowledge about the latest technologies (TELECOM, NETWORKING and IOT Technologies) in which TE is involved.
4. To understand the needs and expectations of both the institute and the organization and to identify the measures required to meet requirement therein.

3. Coordination

TE and R.M.K. GROUP OF INSTITUTIONS will establish a "joint working group" for coordination. Both parties will ensure that the working group comprises of appropriate personnel to discuss and implement the measures mentioned in this MoU. From R.M.K. GROUP OF INSTITUTIONS, it would be the HOD and designated Faculty coordinator. Both parties shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

4. Mechanisms for Cooperation

The "joint working group" to implement, administer and execute the following measures as under –

4.1 Hire and Train Model: The engagement between R.M.K GROUP OF INSTITUTIONS and TE will commence with Hire and Train Model for the 2023 Batch and the selected candidates will be deployed at TE after a training and internship by July 2023.

As part of the Hiring Model, TE is planning for top-notch candidates from ECE department to be shortlisted and hired. The participating candidates should clear the TE criteria for Online test and Interviews. The selected candidate will be offered placement as per the prevailing company norms. TE will honor the offer subject to the selected candidates clearing the minimum training criteria.

The selected candidates will be offered a training for 5 months followed by 6 months internship with TE for industry exposure, post which the students will be deployed in TE.

Prior to the training, TE will prepare a custom training curriculum and also setup periodic connect sessions to engage with faculty members and students during the training. Faculty and TE will perform a continuous assessment to track the progress of training outcome and provide a feedback.

The R.M.K Group of Institutions will ensure a minimum of 70% of the hired candidates available to TE for deployment.



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4.2 Technical presentations, Faculty Development Programme and talks at R.M.K. GROUP OF INSTITUTIONS

TE may provide its speakers to participate and deliver technical presentations, webinars (2 per semester) , Faculty Development Programme (1 per semester) and talks on TELECOM, NETWORKING and IOT Technologies topics of common interest that are jointly decided by R.M.K. GROUP OF INSTITUTIONS and TE.

4.4 Projects / Internships for Undergraduates Students

TE shall explore the possibility of increased student and faculty interaction by way of internships and projects for students from undergraduate course. Such internships and project opportunities will be dependent on the need and availability of such projects in TE.

4.5 Lab Establishment / visits

Infrastructure needed during the Hire and Train model will be provided by R.M.K. GROUP OF INSTITUTIONS only.

TE shall allow students access to the TE infrastructure and TE Training Systems deployed in TE facility during the internship for the on the job training.

College faculty and students can visit the labs and other infrastructure at TE and get insights on the industry trends. TE will facilitate lab visits to selected members on case to case basis, adhering to the restrictions imposed by the clients and the business ethics.

4.6 Technical and Soft-skill trainings

TE has an extensive training department which facilitates various technical and soft-skill trainings to its employees and a vast repository of training and reference materials. TE agrees to offer some of the TELECOM, NETWORKING and IOT technologies relevant trainings to members from R.M.K. GROUP OF INSTITUTIONS.

TE will not be charging any training fee for the members from R.M.K. GROUP OF INSTITUTIONS.

TE will recommend certain training courses to be taken up with third party training institutions and platforms. The charges for the training shall be borne by RM.K. Group OF INSTITUTIONS. The third-party training will be mutually agreed upon before the commencement of the training phase of the Hire and Train Model.



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Placement of Competent students

TE may offer campus placements for competent students of final year from R.M.K. GROUP OF INSTITUTIONS, on its sole discretion and on based on the need and demand.

4.7 Curriculum: TE may provide 40% of the course curriculum that will include the subjects with 3 or 4 credits per semester from 3rd semester to 7th semester. R.M.K. GROUP OF INSTITUTIONS should findways to incorporate the curriculum in their syllabus.

5. Confidentiality

Either party guarantees and acknowledges that all information whether in writing or oral or otherwise obtained from other party under this MOU would be kept strictly confidential during the MOU or after cessation, either party shall not divulge, disclose or impart to any third person/organization. The provision of this clause shall survive the termination of this MOU.

6. Monitoring of Implementation

A Co-ordination Committee consisting of four faculty members of R.M.K. GROUP OF INSTITUTIONS and two officers nominated by TE will do the planning and monitoring of the implementation of the various aspects of this MoU. There would be quarterly & annual reviews. These reviews would primarily focus on the objectives of this MoU.

7. Intellectual Property

Title to the intellectual property rights of the software/ documents supplied/furnished if any under this MoU by TE will at all times remain proprietary of TE. Titles to the intellectual property rights in materials solely and independently developed by R.M.K. GROUP OF INSTITUTIONS hereunder will at all time remain with the R.M.K. GROUP OF INSTITUTIONS. Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted. The intellectual property co-developed for the purpose of TE engagement will remain proprietary of TE.

8. General

1. This MOU shall be valid for a period of 24 months from the Effective Date. This MOU shall be renewed for further term with mutual consent. This MoU may be terminated by either party by providing the other one (1) month's written notice. Clauses 5 and 7 of this MoU shall survive any such termination.



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2. Neither party hereunder shall be liable for any direct, indirect, consequential loss or damages arising out of the performance of obligations under the terms of this MoU.
3. Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
4. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
5. Neither party will disclose the existence, or the terms and conditions, of this MOU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
6. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
7. This MoU supersedes all proposals or other prior representations or communications, either oral or written.
8. The parties to this MoU shall not be liable to each other for failure or delay in the performance or any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosion, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.
9. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
10. All dispute or difference arising between the Parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion between representatives of TE and R.M.K. GROUP OF INSTITUTIONS.
11. In the event of failure to reach an amicable solution by both the Parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred to and settled by Arbitration by three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators.

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The Arbitration proceedings shall be in accordance with the Arbitration & Conciliation Act 1996. The venue of arbitration proceedings shall be Bangalore and the arbitration proceedings shall be in English language. The Parties hereby agrees to submit to the exclusive jurisdiction of the courts in Bangalore for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

Agreed to:

for Tata Elxsi Limited



Name : Mr. S. Rajagopalan
Title : Head - Human Resource
Tata Elxsi Ltd

Date: 07 September, 2022

R.M.K GROUP OF INSTITUTIONS



Name: Mr..R.S.Munirathinam
Title : Founder – Chairman
R.M.K GROUP OF INSTITUTIONS

Date:

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Appendix – 1

For 2023 Batch following Mechanisms of cooperation are agreed upon
Section 4.1 through 4.6

For 2024 Batch Section 4.7 will be applicable apart from the section 4.1 through 4.6

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தமிழ்நாடு தமில்நாடு TAMILNADU ரூ. 500/- 27/10/2020 AD 879606

R.M.D Engineering College

K. L. ...
...
G.R.C. ...
...

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 28th Day of October 2020 by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and **R.M.D. Engineering College** established under section 3 of the UGC Act, 1956, situated at R.S.M. Nagar, Kavaraipettai, Gummidipoondi Taluk Tiruvallur District, 601206 (hereinafter referred to as "Institute").

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.





தமிழ்நாடு தமில்நாடு TAMILNADU

₹. 100/- 27/10/2020

BY 643885

R.M.D Engineering college

க.புலகாசி குப்தா
முதுகலைக்கல்வி கட்டுப்பாட்டு அமைச்சர்
58310/2008-10-19-12-08
G.R.C கார்ப்பரேஷன், G.N.T ரோடு
குமாரபட்டினம் - 601 201.

WHEREAS Institute is engaged in providing educational degrees at undergraduate and postgraduate level in various streams and is an affiliated institution under state legislative act.

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

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I) UNDERSTANDING

This MOU is intended to cover a specific collaborative effort between TCS & Institute under the Academic Interface Programme driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculum specializations streams in undergraduate engineering program (B.E. / B.Tech) ("Curriculum") at the Undergraduate degree level ("Option 2") or post-graduate degree level ("Option 3"), as may be agreed to by the Parties and details outlined in **Annexure A**. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in **Annexure A**.

The agreement between TCS and Institute would be effective from 01st June 2020 ("Effective Date") and shall be valid up to 31st May 2025.

For the initial term of this MOU, Parties hereby agree to offer TCS Designated Courses under Option 2 for two batches joining in the academic years (AY) 2020 (ending 2024) and 2021 (ending 2025). Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of TCS and the Parties shall enter into written amendment to the MOU extending the term of this MOU accordingly.

II) ROLES AND RESPONSIBILITIES

A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. Unless otherwise agreed to in Annexure A, TCS will not be involved in the administration and/or the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum. The mode of the delivery of the course by TCS trainers can be either through face to face teaching or through a digital medium using any of the video conferencing tools.
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However, the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute. The mode of the delivery of the TTT program can be either through face to face training or through a digital medium using any of the video conferencing tools.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.



- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (agreed to in Annexure A or amendment thereof) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
 - Post-graduation with solid academic achievements relevant to the TCS Designed Course(s)
 - 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - Familiar with recent developments in related field
 - Effective communication and articulation of scenarios
 - Ability to drive interactive sessions
 - Willingness to learn and lead
- Institute will own the responsibility of conducting the exams / assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. TCS may suggest assessment criteria and the institute, at its discretion, may use the same for assessment to be done through written exams, internal assessments, market visits and take-home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute will enable Video Conference facility in its campus for faculty to join remotely from TCS office for Faculty Development Program and for students to join for classes on some subjects which may be conducted by TCS faculty over Video Conference.
- Institute will ensure adequate computing Lab facility for the students undergoing CSBS course.
- Institute will ensure at least one classroom with CCTV monitoring facility where some exams may be conducted by TCS for the students pursuing CSBS.



- Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – C hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure – D hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.
- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy and soft copy forms, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.



- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) forming part of the Curriculum, whether developed solely by TCS or jointly along with TCS and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices on the TCS Designed Course(s). Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' Logo, trademark, copyright notices and other proprietary markings or notices as included in the TCS Designed Course(s).
- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
 - a) To respect TCS' intellectual property
 - b) Not to use TCS' intellectual property without the prior express written consent of TCS
 - c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty
 - d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU
 - e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trademarks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of **Annexure B**.
- TCS may use the Curriculum or any course designed, developed or implemented under this MOU with any other academic institution without any restriction or compensation to Institute.

V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the

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confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.

- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination or expiry of this MOU, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or if notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is / are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of TCS as mentioned in Section I above. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected. This Agreement shall automatically terminate if the Curriculum is not approved by AICTE or other approving authorities and / or admissions are not made in batch joining in the AY 2020 and 2021.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Dr. Amudha.G
TCS-CSBS Coordinator
R.M.D. Engineering College
R.S.M Nagar, Kavaraipettai
Gummidipoondi Taluk, Tiruvallur District, Tamil Nadu 601206
Ph. 044 6791 9191 / +91-9789821151

Point of contact of TCS: G Balanarayanan
Academic Interface Programme

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VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

IX) LIMITATION OF LIABILITY

Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

X) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English, and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.

To TCS:
Attention: Academic Interface Programme, Tata Consultancy Services Ltd, 21, Industrial Estate,
Ambattur, Chennai 600 058

With a copy addressed to: General Counsel, Tata Consultancy Services Limited, TCS House,
Raveline Street, 21 D S Marg, Fort, Mumbai - 400 001 (India)

To R.M.D. Engineering College:
Attention: The Chairman, R.M.D. Engineering College, R.S.M. Nagar, Kavaraipettai, 601 205

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.



XII) NON SOLICITATION

During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

XIII) FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However, the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

The business activities of TCS are self-regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>.

XVII) SURVIVAL

The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

XIX) ENTIRE AGREEMENT

This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

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IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

Tata Consultancy Services Ltd.
(TCS)

R.M.D. ENGINEERING COLLEGE
(Institute)

Signature: 

Signature: 

Name: Chandra Koduru

Name: SHRI R. S. MUNIRATHINAM

Title: Head - Academic Interface Programme

Title: CHAIRMAN

Date: 28/10/2020

Date: 28-10-2020

CHAIRMAN
R.M.D. ENGINEERING COLLEGE
KAVARAI PETTAI - 601206
GUMMIDPOONDI TALUK, THIRUVALLUR DIST.



ANNEXURE - A

OPTION 1:

TCS Designed Course(s)

Such TCS Designed Course(s) will initially be offered only to students at the Institute undergoing a full time specific 4-year undergraduate engineering degree programs in Computer Science and Business Systems as part of the Curriculum (as detailed in Option 2 below).

Parties may agree to offer TCS Designed Course(s) offered as part of the Curriculum as elective subjects in other engineering degree programs.

Option 2:

TCS Designed Curriculum – Offered for full time four-year undergraduate engineering program (B.E. / B.Tech)

Offering - Only for full time four-year undergraduate engineering program (B.E. / B.Tech)

4-year Degree: TCS will work on designing full curriculum specialization in Computer Science and Business Systems four-year undergraduate engineering degree courses.

The objective is to provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field. TCS will work in collaboration with the Institute for designing the curriculum for the same spread over 4 years of the graduation course (the "Curriculum"). The Curriculum will include examination/assessment at the end of each semester / year for all courses including the TCS Designed Course(s).

- TCS agrees to design a full time four-year undergraduate engineering curriculum titled 'Computer Science and Business Systems' (hereinafter referred to as "Curriculum").
- Curriculum will have 6 elective courses (to be chosen from 18 elective options) spread from Semester 5 to Semester 8. Two elective subjects will be taught by TCS in Semester 7 and Semester 8. The selection and evaluation criteria of the students for these electives shall be decided by TCS.
- The final choice of Curriculum to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- Table 1 outlines the courses including TCS Designed Course(s) which will be taught in Year 1 Semester 1 and Year 1 Semester 2 and has been agreed to by both TCS and Institute.
- Table 2 outlines the courses including TCS Designed Course(s) which will be taught in Year 2 Semester 3 and Semester 4 and has been agreed to by both TCS and Institute.
- The course curriculum for Year 3 & Year 4 will be subsequently decided and finalized mutually between TCS and Institute and identify any TCS Designed Course(s) included therein, as an addendum to this MOU.
- TCS shall provide personnel/specialists support in order to design the course(s), develop the course(s) and assist the Institute's faculty and/or delivering certain courses during Year 1 in the Curriculum as identified below for TCS Designed Course(s).
- TCS role in designing of the course(s), developing the course(s) and assisting the Institute's faculty and/or delivering the courses for Year 2 to Year 4 will be mutually decided in writing as an addendum to this MOU later between TCS and Institute.



Table 1. Course Curriculum – Year 1

ID	TCS Designed Courses for Semester I
1.1	Discrete Mathematics
1.2	Introductory Topics in Statistics, Probability and Calculus
1.3	Fundamentals of Computer Science+ Lab
1.4	Principles of Electrical Engineering + Lab
1.5	Fundamentals of Physics+ Lab
1.6	Business Communication & Value Science – I
ID	TCS Designed Courses for Semester II
1.7	Linear Algebra
1.8	Statistical Methods + Lab
1.9	Data Structures & Algorithms + Lab
1.10	Principles of Electronics + Lab
1.11	Fundamentals of Economics
1.12	Business Communication & Value Science – II
1.13	Environmental Sciences (Non-Credit / Optional)

Table 2 Course Curriculum – Year 2

ID	TCS Designed Courses for Semester III
2.1	Formal Language and Automata Theory
2.2	Computer Organization & Architecture
2.3	Object Oriented Programming + Lab
2.4	Computational Statistics + Lab
2.5	Software Engineering + Lab
2.6	Financial Management
2.7	Human Resource Management
ID	TCS Designed Courses for Semester IV
2.8	Operating Systems + Lab (Unix)
2.9	Database Management Systems + Lab
2.10	Software Design with UML + Lab
2.11	Introduction to Innovation, IP Management & Entrepreneurship
2.12	Business Communication & Value Science – III
2.13	Operations Research + Lab
2.14	Marketing Research & Marketing Management



ANNEXURE – B

TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: balanarayan.g@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
 - (i) claim any right, title or interest in any of the TCS Marks;
 - (ii) register, seek to register or cause to be registered any of the TCS Marks;
 - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
 - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
 - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
 - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
 - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully liable to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, representatives, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
6. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quiet enjoyment or fitness for a particular purpose.

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7. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.

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ANNEXURE - C (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.E. / B.Tech student ("I"/ "Student") of _____ and **Tata Consultancy Services Limited**, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai - 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated 28th October 2020, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop courses in areas focused around "Computer Science and Business Systems" which is a focused line of business offering within TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material")

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self-study / training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____



ANNEXURE – D (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400001, India ("TCS"), and _____ s/o _____ d/o _____ ("Faculty"), a Faculty in the Department of _____ at _____ (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require;

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated 28th October 2020, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty / Faculty to teach a TCS Designed Course(s) viz. Computer Science and Business Systems and any other TCS Designed Course from time to time (the "Course").

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement").

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement:
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;



3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
 - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or anyone acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. The Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:



To TCS: Tata Consultancy Services Ltd
TCS House, Raveline Street,
Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To Institute: R.M.D. Engineering College
R.S.M. Nagar, Kavaraipetta
Gummidipoondi Taluk, Tiruvallur District
601206.

Attn: The Chairman, R.M.D. Engineering College

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Location:
Date:
on behalf of: Tata Consultancy Services Ltd.

Location:
Date:
on behalf of:

Sign in the box

Sign in the box

Name, Designation & Signature

Name, Designation & Signature of Faculty



भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BV 434865

This Stamp Paper forms part of the MOU # CW2232415 dated 9th September, 2019
executed between:

HCL Technologies Limited

And

R.M.K. Group of Engineering Colleges



भारतीय गैर न्यायिक

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And

R.M.K. Group of Engineering Colleges



MEMORANDUM OF UNDERSTANDING

BETWEEN

R.M.K. Group of Engineering Colleges

AND

HCL Technologies Ltd.

This Memorandum of Understanding (MoU) is made and entered into this 9th day of September 2019 between **R.M.K. Group of Engineering Colleges (R.M.K. Engineering College, R.M.D. Engineering College, R.M.K. College of Engineering and Technology)**, located at RSM Nagar, Kavaraipettai Gummidipoondi Taluk, Tiruvallur District, Tamil Nadu- 601206, (hereinafter called the "College" which expression shall where the context so admits includes its successors in interests and permitted assigns) of the one part.

And

HCL Technologies Ltd., a public limited company incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place New Delhi and represented by its authorized signatory (hereinafter called "Company" which expression include its successors in interest, permitted assignees, subsidiaries and affiliates).

(The College and the Company are collectively referred to as "Parties" and individually as "Party".)

1. OBJECTIVE AND BACKGROUND OF THE MOU

Whereas the Company is in the business of Information Technology Service provider and College is a higher education academic institution, which is also involved in sponsored research and collaboration activities.

The Company and College have agreed to enter into a legally binding Memorandum of Understanding to work together in mutually beneficial research projects as outlined below. The objective of this Memorandum of Understanding is:

- a) To promote interaction between Company and College in mutually beneficial areas that include providing Embedded and Imaging Technology training to students of College.
- b) Provide premium or first campus recruitment slot to the Company to recruit such trained students.
- c) To provide a formal basis for initiating interaction between College and Company.

2. PROPOSED MODES OF COLLABORATION

College and Company propose to collaborate through many modes including but not limited to below:



- a) Training of the College students through Classroom and Lab training conducted by Company personnel in areas of interest to Company's set out in Annexure 1 to this MOU.
- b) Sponsoring job opportunities for the students who successfully complete the training and get selected in the interview. The eligible criteria for employment will be as per norms of the Company.
- c) Supporting R&D projects which may be carried out wholly at the College or at premises of Company or partly at the College and partly at the Company
- d) Any other appropriate mode of interaction agreed upon between the College and the Company.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The Parties agree to jointly work on various Research and Development projects which may be carried out wholly at College or at premises of Company or partly at College and partly at Company. The performance of research shall be carried out either individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results, at the facilities supported / sponsored by either Party, or with one or more third parties.

The Parties shall execute a separate Research Agreement for respective research projects and each such Research Agreement read with this MOU shall constitute an independent Agreement and shall cover clauses specific to the research work. In case of any contradiction between similar clauses in both this MOU and the Research Agreement, the provisions of the Research Agreement shall prevail. The Parties shall take steps to file patent applications in India in the joint names of Company and College after specifying the names of Inventors and shall jointly share the costs and expenses for the filing, maintenance and protection of patents.

The Parties may file Intellectual Property protection for the Technology in other geographical areas in mutual agreement. The costs and expenses of filing, maintenance and protection shall be jointly shared in proportion to the ownership as stated above.

The parties shall jointly initiate action for filing of action against infringement, unless urgent action is required for protection of IP.

The Parties will take necessary steps to prevent unauthorized usage and provide inputs on infringement, or other unauthorized use/abuse in India or abroad of the said technologies and take any legal action in consultation with each other. Any benefits and all costs in connection with the legal action shall be shared equally between the parties after deduction of costs.

The Parties shall take best efforts

- (i) To take actions to enhance the market value of the IPs,
- (ii) To take actions, to create, generate an interest and/or desire to buy or license the IPR,
- (iii) Identify potential licensees, customer and/or joint development partner
- (iv) To take steps to enable the parties to negotiate the best terms and to make a sale or enter into a license deals with any third party and enter into a tripartite agreement with such third party, Company and College,



- (v) To deal with the third party in order to negotiate the sale, license or transfer process, in order to enable all the parties to enter into agreement with IP brokers for licensing or sale, or transfer of the IPs locally or globally.

The Parties will mutually agree the monetization plans on each patent after the grant of the patents on a case to case basis. However, the expenditures towards filing of Patent(s) application will be shared in equal proportion.

4. REPRESENTATION & WARRANTIES:

For the purposes of this MOU, the Parties make the following representations and warranties:

- a. The Parties hold all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the laws prevalent from time to time, for the performance of obligations under this MOU. The Parties shall ensure that all such permissions, authorizations, approvals and consents, licenses and registrations, where required to be renewed, shall be kept valid and subsisting throughout the period of the MOU.
- b. All information or data furnished by either Party or obtained from either Party or developed under this Agreement shall be treated as Confidential and protected by the other Party to prevent disclosure to any persons other than those authorized by the disclosing Party.
- c. College and Company respectively possess the necessary expertise, know-how, technology, resources, and infrastructure along with enabling rights and both Parties will continue to possess all the Intellectual Property rights over its background Intellectual Property (IP), to enable the Parties to pursue the transactions contemplated under this MOU.

5. CONFIDENTIALITY

- a) The Parties anticipate that it may be necessary to provide access to confidential and / or Confidential Information to each other pursuant to this ("Confidential Information") MOU. Confidential Information shall be clearly identified or labelled as such by the disclosing Party at the time of disclosure. In the event oral disclosure of Confidential Information, the same shall be reduced to writing within fifteen (15) days' time.
- b) The receiving Party agrees that it will protect the confidentiality of the disclosure Party's Confidential Information in the same manner as it protects its own Confidential Information of like kind and in any case no less than reasonable care. The receiving Party shall advise the Disclosing Party immediately (within 24hrs) in writing in the event of the Receiving Party becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by the Receiving Party and provide assistance to Disclosing Party to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information. Disclosures of Confidential Information shall be restricted to those subsidiaries, employees and consultants who have a need to know and who have signed a confidentiality agreement that has conditions no less restricting than those of the present agreements. The Parties shall return all Confidential Information of the disclosing party upon the earlier of a request by the disclosing party or upon termination of this MoU. Unless otherwise a greater term is agreed by the Parties the provisions of this Article shall



survive termination of this MoU for a period of three (3) years from the date of termination or expiry of the MoU

- c) The obligation of this confidentiality shall not apply under the following circumstances, provided the same is proven by the Receiving Party with contemporaneous written records:
- i. the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving the Party.
 - ii. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MoU.
 - iii. The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful rights to disclose such information.
 - iv. The Confidential Information needs to be disclosed under law, regulation, order or requirement of any governmental, regulatory, statutory or judicial authority, in which case, unless specifically precluded by law, the party required to disclose shall give as much prior notice as is possible under the circumstances for the other party to seek preventive orders.

The parties agree to enter into specific confidentiality clauses in respect of each research program. Each party understands that the disclosure of Confidential Information does not give the other party any right, license or ownership in the same. Each party understands that other party may without prejudice to any of its other rights hereunder seek injunctive relief in case of breach of confidentiality obligations.

6. No Warranty

Neither party makes any warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the collaboration or any invention(s), whether tangible or intangible, conceived, discovered, or developed under this MoU or the ownership, merchantability or fitness for a particular purpose of the collaboration or any such invention.

7. Term

This MoU shall commence on the date of its signing and shall remain in effect for a period of three years. This MoU may be renewed for further period subject to mutual consent.

Either Party may terminate this MoU immediately if other Party commits breach and fails to remedy the same within 30 days of receiving notice.

Either Party may terminate this MoU for convenience by giving 30 days' prior written notice. However, termination of this MoU shall have no bearing on the active Research Agreement/s which shall continue unabated unless otherwise specifically agreed in terms thereof.

The termination rights apropos the Research Agreement/s shall be concluded therein.



8. Governing law

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration held as per the Arbitration and Conciliation Act 1996 as amended, through a panel of three arbitrators. The language of the arbitration shall be English and the place of arbitration shall be in New Delhi / Chennai.

Subject to the above, the parties hereby agree that Courts of New Delhi / Chennai shall have exclusive jurisdiction in respect of matters mentioned in this MOU.

9. Force Majeure

Neither Party shall be liable for delays of failure in performance due to war, terrorist attack, natural calamity and government directions ("Force Majeure Event"). In case the Force Majeure Event exceeds a period of 15 days, either Party with the consent of other Party, which shall not be unreasonably withheld, shall terminate this MoU forthwith without any liability.

10. NON-EXCLUSIVITY

The relationship of the Parties under this MoU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. Any collaboration similar to the one carried out under this MOU or using the contents /materials developed under this MOU by any Party shall require prior written consent of the other Party hereto.

a) No Agency

The Parties shall act as independent contractors in the performance of their respective obligations under this MoU. Neither Party shall act as, or be deemed to be, agent for or partner of the other Party for any purpose whatsoever under this MoU and the employees of one Party shall not be deemed the employees of the other Party.

Nothing in this MoU shall be construed by any Party as the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party, except as agreed otherwise.

b) No Liability

Both Parties agree that there is no legal liability on either Party in the eventuality of a breach of the terms of this MOU, except the confidentiality obligations. Save as aforesaid, both Parties waive any legal right to recover damages that may arise in the case of the MOU being breached. This clause is a binding and overrides any liability provision in any future agreement between the two parties. For the avoidance of doubt, the Parties shall conclude appropriate liability, indemnity and warranty clause in the applicable Research Agreement. Either Party's liability shall not exceed the amount spent annually by the concerned Party under this MOU.



Notwithstanding above each Party shall keep the other Party indemnified against claims, losses, expenses arising out of (i) third party IP infringement claims, (ii) Party's breach of its confidentiality obligations, (iii) Parties' failure to comply with applicable laws.

11. NOTICES

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the Party for whom intended, or five (5) days following deposit of the same into the mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such Party at the address set forth above (address given in the first page):

HCL
Kind Attn: VP-Legal
Legal Department
Plot No: 3A Technology Hub Sector
126 SEZ, Noida, Uttar Pradesh 201303

R.M.K. Group of Engineering Colleges
Kavarapettai
Chennai 601 206
Kind Attn: Authorized Signatory

12. ANTI-BRIBERY AND ANTI-CORRUPTION

College confirms that it has read and understood the Anti-Bribery and Anti-Corruption Policy (the "ABAC Policy") and Code of Business Ethics & Conduct ("COBEC") of COMPANY as available on COMPANY'S website at <http://hcltech.com/about-us/corporate-governance/governance-policies>. College further confirms that it shall strictly abide by the same to the best of its knowledge.

13. Any change to this MoU or Exhibits thereof must be made in writing and signed by the approved representative of each Party.
14. Each Party shall be free to do any press release/publicity about this collaboration / relationship subject to mutual prior written approval on the contents of publicity.
15. College shall register or record this MOU with the relevant government agency as may be required by the laws of a country as a prerequisite to enforceability of this MOU in the courts and will be responsible for all costs, legal fees and stamp tax/duty in connection therewith or otherwise.

In witness whereof, the Parties hereto have executed this MoU as of date first above written.

For HCL Technologies Ltd.

For R.M.K Group of Engineering Colleges

By:- 
Name: Pallavi Pathak
Title: Associate Director - Legal
Date: 10/09/2019

By:- 
Name: R.S. MUNIRATHNAM
Title: CHAIRMAN
Date: 16/09/19

Contract: CW7232415



Annexure I

Special Technology Alliance

HCL Technologies Ltd. – R.M.K Group of Engineering Colleges

The College has the provision to provide the exposure of latest technology trends in the industry to their students. The exposure will help the students to connect with the professionals in the industry, via training and working on real time projects and gain the knowledge of current industry requirements.

With this industry exposure the students are ready for deployment immediately once they complete their graduation / post-graduation. This will complete the gap between the current Industry needs and the education levels of budding engineers or professionals.

Company is looking to collaborate with College in the following multi-phased activities:

1. Phase-1: Orientation and awareness session on Embedded and Imaging Technology for the students
2. Phase-2: Selecting the right minds for the Industry exposure training on Embedded and Imaging technologies through screening process.
3. Phase-3: Classroom and Lab training for selected students
4. Phase-4: Conduct Interview and provide employment opportunities for the students who meet the current resource demand

Training Location:

Trainings will happen in the premises of College and occasionally (when required) in the premises of Company as agreed between the Parties without compromising the security concerns of both the Parties. Classes may be conducted by the Company experts through classroom mode & video conferencing facility.

Initial Screening and training agreement for the students:

1. College will initially brief their students on the awareness of this training programme.
2. Company will conduct an Orientation session for the students who are interested in pursuing the training programme.
3. Company will provide the syllabus for the initial screening test along with sample questions and question pattern.
4. Screening test will be conducted in the premises of College.
5. Post the results of the screening test, representatives from Company will conduct a one-on-one discussion with the students and then select the final list of students for the training programme.



General Training Schedule:

Course will be split in two parts, first part will be introduced as major elective from 6th -8th semester, second part will be covered post joining of students during the orientation program. Interested students can opt embedded courses as major electives from 7th semester onwards, Company will interview them on completion of 6th semester & issue offer letter. Project work will be allocated in 8th semester.

Other conditions on Training and Monetary Benefits:

1. Training will be given by the employees of Company from ERS division.
2. Company will not be charging any training fee from the candidates.
3. College may collect a nominal course fee from the students who are selected and willing to pursue the training, as to make them feel that the programme is of quite importance for them. Company will not be claiming this monetary benefit.
4. College need to bear the complete transport cost for the trainers from Company.
5. The complete training requirements like classroom, Lab and any technology requirements for the Lab will be completely borne by College.
6. Students selected for the training programme may also work on the real time projects owned by Company as part of its business.
7. Company will have the complete (100%) rights to take the credit of any monetary benefits arriving out of the training programme and real time projects in which the students would work on. College does not own the rights to claim any such monetary benefits arriving out of the training programme.
8. College may own the joint patent rights only for the successfully completed real time projects, which Company delivers through this technology alliance with College.
9. Post completing the training programme, College may issue a course completion certificate to the candidates, but not to mention the name of Company in the Certificate.
10. There shall be a 2 year employment Bond for selected students who accept Company's offer letter.

Selection for Job Opportunity with Company.

Students who successfully complete the training programme will be going through an interview following which they will be eligible for employment Opportunities with Company provided they meet the current eligibility criteria for freshers' recruitment as per the current requirements. Company shall get the first preference of conducting the Campus recruitment for the trained candidates.

