

E.G.S.PILLAY ENGINEERING COLLEGE (Autonomous), NAGAPATTINAM
DEPARTMENT OF TRAINING AND PLACEMENT

MOU - 2023

S.No	Organisation with which MoU is signed	Name of the institution /industry/ corporate house	Years of signing MoU	Starting Date	Ending Date	Duration	List the actual activities under each MOU Years-wise	List the name of actual activities under each MOU Years-wise
1	Rubicon Skill Development Pvt.Ltd	E.G.S.Pillay Engineering College	2023	17.10.2023	17.10.2026	3 Years	To enhance students' students skills & knowledge and career prospects.	Training and Placement
2	Singapore South Asia Chamber Of Commerce And Industry Ltd.,	E.G.S.Pillay Engineering College	2023	27.03.2023	26.08.2026	3 Years	Industrial Training and Visit, Guest lecturer, Placement of Students	Industrial Training and Visit, Guest lecturer, Placement of Students
3	Hexaware Technologies Limited	E.G.S.Pillay Engineering College	2023	01.06.2023	23.01.2024	3 Year	Industrial Training and Visit, Guest lecturer, Placement of Students	Training and Placement

MEMORANDUM OF UNDERSTANDING (MOU)

Between

EGS Pillay Engineering College, Nagapattinam, Tamilnadu
Rubicon Skill Development Pvt. Ltd.

For Training students under Rubicon's Life Skills Program


This Memorandum of Understanding is made at Pune on 17 October of 2023

BETWEEN

hereinafter referred to as "EGS Pillay Engineering College, Nagapattinam, Tamil Nadu Which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 9th Floor, Tower 1, Fountainhead, Nagar Road, Vimannagar, Pune - 411014, Maharashtra, hereinafter referred to as "Rubicon" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.


DR. S. CHANDRASEKAR
M.Com., M.B.A., M.Phil., NET (U) ..D.,
CHIEF EXECUTIVE OFF
E.G.S. PILLAY GROUP OF IN
NAGAPATTINAM - 611 002.

3. RUBICON Responsibilities:

- 3.1. Will provide necessary training as per Training Program requirements and curriculum for delivery as per Annexure I to this MOU
- 3.2. Will provide suitable faculties for the training exclusive for classroom training/Virtual training
- 3.3. Will conduct assessment of its own and also arrange external assessment as required.

4. Other Terms & Conditions:

The following are other terms and conditions of engagement:

- 4.1. **Batch Size:** The batch size would need to be a min of 35 students and max of 50 students or as mutually agreed.
- 4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program
- 4.3. **Pre-assessment & Selection:** RUBICON may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Training Program schedule:

Training Program scheduled commencement date is 25th October 2023


4.5. Commercial:

4.5.1. Training Fees: The training Fees is as follows,

Since this is a CSR funded Program there is no fee payable by THE COLLEGE for this Training Program

4.5.2. Payment Terms

Not Applicable


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will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.

5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other. However RUBICON will have the right to use the testimonials/stories/case studies of students/College/University who have been the part of the Training Program for promoting the Connect with Work Program.

6. Jurisdiction:

In the event of any litigation, the court of jurisdiction shall be Pune.

7. Indemnification


Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against RUBICON/CSR DONOR in relation to the Training Program due to any acts or omissions of THE COLLEGE, RUBICON shall be defended and contested by THE COLLEGE at their sole expenses and cost keeping RUBICON/CSR DONOR indemnified from the same.

8. Limitation of Liability:

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

9. Notices:


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11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

Party of the First Part

**EGS Pillay Engineering College, Nagapattinam,
Tamil Nadu**

Stamp of the Party

Signature of Authorised

Signatory :

Name of Authorized Signatory

Designation :


Dr. S. CHANDRASEKAR
M.Com., M.B.A., M.Phil., NET (UGC), Ph.D.,
CHIEF EXECUTIVE OFFICER
E.G.S. PILLAY GROUP OF INSTITUTIONS
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Witness

Signature of Witness

Signatory :


Name of Witness

Designation :


Mr. I. ARULPRAKASH, B.Tech., MBA.,
Assistant Professor
Department of Management Studies
E.G.S. Pillay Engineering College
Nagapattinam - 611 002.
Mobile: 99433 11192

Annexure 1

New Hire Training/ Personality Development/ Employability Skills				
Sr. No.	Topic	Methodology	Learning Objectives	Duration
1	Expectation setting	Role play	To learn Industry expectations from freshers	1
2	Ice breaking	Introduction	To know more about the trainer & candidates	1
3	Organizational Structure	Case study	To learn Organizational structure	2
4	SWOT Analysis	Free speech	To identify their Strength/Weakness/Opportunities/Threat	2
5	Corporate Jargons	Presentation	To learn most commonly used words in corporates	1
6	Public Speaking	Extempore	To eliminate stage fear	2
7	Presentation Skills	Power Point presentation	To articulate your thoughts through Power point presentation	2
8	E-mail Etiquette	Presentation/Mock E-mails	To learn E-mail writing skills	2
9	Grooming	Presentation/Do's & Don'ts/Role play	Dress to impress/ Proximity/ Personal hygiene/	2
10	Body language	Role play	To learn positive body language	1
11	Telephone Etiquette	Role play/Mock Calls	To handle telephonic round of interview/ To learn call mechanics	2
12	Group Discussion	Group activity	To assess candidates' public speaking skills	2
13	Personal Interview	Mock Interviews	To perform well during interviews	4
				24hrs


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2023



தமிழ்நாடு தமில்நாடு TAMILNADU 01/06/2023

E.G.S. Pillay Engg
College, Nagapattinam

DA 462687

M.S.M. சுல்தான்
முத்திரைத்தாள் விற்பனைப்பாளர்
பெரிய கடைத் தெரு, நாகூர்.
உரிமம் எண்: 2/87

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this, the 01st Day of June 2023, at Chennai

BY AND BETWEEN

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

AND,

E.G.S. PILLAY ENGINEERING COLLEGE, having its Administrative Office at Old Nagore Road Thethi Village, Nagapattinam- 610002, Tamilnadu represented by its authorized signatory Mr.S.SANKAR GANESH, Joint Secretary (hereinafter referred to as "College" which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART.

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

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

WHEREAS **E.G.S.PILLAY ENGINEERING COLLEGE** is a progressive autonomous institution approved by All India Council for Technical Education, **accreditation details (Ex NAAC / NBA)**.

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

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

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

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. That the Parties on this day have executed this MOU to establish a partnership with an intention to enhance the capability of the students selected for Hexaware from the College through guidance on industry requisite courses, focus training for the pre-selected students through the College faculty that will be trained by Hexaware and other Industry Academia collaboration between the Parties subject to the following **Terms and Conditions:**
 - a. This Program Sponsors shall be the Vice Chancellor//Dean / Head of Department from the College and Head- Revenue Assurance from Hexaware.



- b. The 3rd year students to be trained shall be pre-selected by Hexaware (hereinafter referred to as the 'Pre-selected Students') as per Hexaware's selection process and a Letter of Intent (LOI) will be given to the pre-selected students which will specify the conditions to be complied with in order to join the organization.
- c. The pre-selection is primarily for the Graduate Engineer Trainee (GET) category. Top performing students from the training program who qualify may be selected as Premier Graduate Engineer Trainees (PGETs), subject to company policy. Hexaware will have the final call based on the individual performance in this regard. All final selections for offer will be subject to selection in the final Hexaware recruitment process.
- d. Hexaware will provide the College with Training curriculum, connect with Hexaware's training partners for learning contents and assessments, industry-Academia exposure and support events to uplift the capability of the pre-selected students. The College shall use the materials, procure at its own cost necessary software and access to Hexaware partner's Portal and program manage these efforts under the guidance of designated representative of Hexaware and exclusively for the purpose specified under this MOU.
- e. The College shall nominate two or three faculty members for undergoing the Trainer Certification Program by Hexaware. The faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
- f. The College shall establish a Center of Excellence (CoE) under the guidance of Hexaware with the specified infrastructure requirements of Hexaware and shall use the CoE for imparting the CoE specific course/training. This CoE shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the College or other Organizations.



- g. Refer Annexure -1: Campus Connect Collaboration Plan is a list of recommended programs by Hexaware which aims to make the selected candidates Industry ready. Hexaware recommended programs will be implemented for the Pre-Selected candidates.
- h. The Pre-Selected students in their 6th Semester, will have to complete the Foundation course consisting of both Soft skills and Technical Skills. On successful completion of the Foundation course, they will undergo a specialized training under the Centers of Excellence identified by Hexaware for the College and obtain their certification in their 7th Semester.
- i. The course will be imparted for the duration specified by the Hexaware as an additional training program. This program will be run during the 3rd year of the graduation course being offered by the College for the Pre-selected students.
- j. The College shall not charge the Pre-selected students any fee for this course. If it is found that the College has charged fees for this program from students, Hexaware shall have the rights to terminate this MOU and/or pursue other remedies available under the law, against the College.
- k. The College shall not train any students other than the Hexaware Pre-selected Students using the know-how and resources made available by Hexaware and its partners under this Agreement. The College shall ensure and commit that all students pre-selected by Hexaware and undergoing the programs under this MOU, shall not sit through the Campus Selection process of any other company. Any of the Pre-selected Students who is not made an offer by Hexaware in the final selection is free to apply to any other company.
- l. Hexaware shall have the discretion to make employment offers to any of the Preselected Students upon successful selection in Hexaware's recruitment process subject to completion of their graduation. Hexaware shall not be under obligation under this MOU to recruit any fixed number of Pre-selected students.



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



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

The Parties shall not make unauthorized use of the trade name, trademark, copyright, patent, symbol, licenses, or designation belonging to the other party without prior approval and permission. In the event, the College or any of its personnel/ students/ faculty breach its confidentiality obligations or infringe the intellectual property of



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

8. Hexaware shall also provide requisite publicity material such as handouts, information brochures and posters, if applicable to the College. Upon expiration, termination of this MOU or when requested by Hexaware, the College shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Hexaware.
9. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
10. Hexaware may have similar collaborations with other institutions and this Agreement is not exclusive.
11. The College may have similar collaborations with other Companies so long as Hexaware's interests are not compromised, confidentiality of the knowhow and processes are maintained, the pre-selected students alone are put through Hexaware's training curriculum and made available exclusively to Hexaware for its recruitment process.
12. The college shall take all necessary steps to safeguard the interest of Hexaware by avoiding any conflict of interest with other competing companies. Prior approvals need to be taken from Hexaware for any event involving the pre-selected students or the Hexaware CoE.



13. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential.
14. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
15. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
16. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party as below

	E.G.S.PILLAY ENGINEERING COLLEGE	HEXAWARE TECHNOLOGIES LTD.
Name	Mr.S.Sankar Ganesh,	Senthilnayagam.K
Title	Joint Secretary	Head- Revenue Assurance & Chief Learning Officer
Email ID	ceo@egspec.org	<u>Senthiln@Hexaware.com</u>
Phone	+91- 9894707007	+91-98404 20037
Address	Old Nagore Road Thethi Village, Nagapattinam- 610002,Tamilnadu	H5, SIPCOT IT Park, Siruseri, Navalur PO, Kanchipuram Dist.- 603 103

17. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.


18. The termination of this MOU shall not affect the implementation of the projects or programs established under it, prior to such termination or until such definitive



agreement is agreed and executed between the parties whichever is earlier. Notwithstanding anything to the contrary, in the event of expiry or early termination of this MOU, College shall reimburse all expenses incurred by Hexaware in performing its obligations under this MOU till the effective date of termination.

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

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

Date	01.06.2023	
Place	Nagapattinam	
Name	Mr.S.Sankar Ganesh,	Mr. Senthilnayagam. K
Company	E.G.S.PILLAY ENGINEERING COLLEGE	HEXAWARE TECHNOLOGIES LTD
Signature		

S. SHANKAR GANESH
Joint Secretary
E.G.S. Pillay Group of Institutions
Nagapattinam - 611 002.

Annexure 1: Campus Connect Collaboration Plan - Proposed

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

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

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

Addendum No. 1 to Memorandum of Understanding (MOU)

Pursuant to the Memorandum of Understanding ("MOU") dated 1st JUNE, 2023,
the Parties thereto have agreed to enter this Addendum dated 23rd, January, 2024

BY AND BETWEEN

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

AND

E.G.S. PILLAY ENGINEERING COLLEGE, having its Administrative Office at Address OLD NAHORE ROAD, THE THI VILLAGE, NAGAPATTINAM - 611002 represented by its authorized signatory Mr. S. SANKAR, LAKSHESH (hereinafter referred to as "College" which expression whenever used shall mean and include its successors, administrators, and assigns) of the OTHER PART.

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

(Both parties hereinafter collectively referred to as "the Parties" and individually as "Party")

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AS PER THE MOU THE PARTIES AGREE AS FOLLOWS:

Both Parties hereby agree to amend the MOU by incorporating the following clauses of the MOU and replacing the same with the below mentioned clauses: -

1. The parties agree to amend the clause 3 of the MOU "TERM AND TERMINATION" of the MOU and the same is replaced as follows:

The MOU should be valid for 3 years from the date of execution. Hexaware may terminate this MOU with or without cause by giving a written notice to the College.

2. The Parties agree to add a new clause "ANTI BRIBERY" in the MOU as follows:

The College represents and warrants that, its owners, directors, officers, employees, College and agents will act in full compliance with any applicable anti-corruption laws and regulations, industry and professional codes of and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly. College acknowledges that breach of this clause shall entitle Hexaware the right to terminate the MOU with immediate effect.



3. The Parties agree to add a new clause "CONFLICT OF INTEREST" in the MOU as follows:

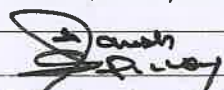
In the event, Hexaware employee or director may have an interest of any kind in the College's business, whether through personal relationships, investments, directorships, or any kind of economic ties with the College or any such relationship whereby the College is in a position to directly/ indirectly influence the concerned employee.

- a. College must disclose all actual or potential Conflicts of Interest with Hexaware at the time of empanelment.
- b. College must immediately report if any of the College's staff and/or officers had or have any relative employed with Hexaware at the time of empanelment.
- c. Where such College is already in service of Hexaware at the time of the relative becoming an employee of Hexaware, the College must immediately notify HEXAWARE of such employment once he/she is made aware of the same.

Failure to make such a declaration shall be construed as a conflict of interest and might result in the exclusion of the College from present and future procurement activities and/or other legal action as deemed fit by Hexaware. For the purpose of this clause, the term "relative" shall include immediate family and shall include children, parents, spouse, partner and sibling.

No member, official or employee of either party shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official or employee participate in any decision relating to this MOU which affect his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. College acknowledges that breach of this clause shall give Hexaware the right to terminate the MOU immediately and the College shall indemnify Hexaware for any such claims.

All other terms and conditions in the MOU and Amendments thereto remain unchanged including this Addendum which shall form part of the MOU, unless reviewed and accepted by Hexaware and College in writing.

	Signed for and behalf of E.G.S.PILLAY ENGINEERING COLLEGE	Signed for and behalf of Hexaware Technologies Limited
Signature:		
Name:	MR. S. SHANKAR GANESH	
Title:	Joint Secretary	
Date:	23.01.2024	

S. SHANKAR GANESH
Joint Secretary
E.G.S. Pillay Group of Institutions
Nagapattinam - 611 002.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed on this, the 27th Day of May 2024, at Chennai

BY AND BETWEEN

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

AND

EGS PILLAY ENGINEERING COLLEGE , having its Administrative Office at **Old Nagore Road Theithi Village, Nagapattinam- 610002, Tamilnadu** represented by its authorized signatory **Mr.S.Senthilkumar, Secretary** (hereinafter referred to as “College” which expression whenever used shall mean and include its successors, administrators and assigns) of the OTHER PART.

- b. The 3rd year students to be trained shall be pre-selected by Hexaware (hereinafter referred to as the 'Pre-selected Students') as per Hexaware's selection process and a Letter of Intent (LOI) will be given to the pre-selected students which will specify the conditions to be complied with in order to join the organization.
- c. The pre-selection is primarily for the Graduate Engineer Trainee (GET) category. Top performing students from the training program who qualify may be selected as Premier Graduate Engineer Trainees (PGETs), subject to company policy. Hexaware will have the final call based on the individual performance in this regard. All final selections for offer will be subject to selection in the final Hexaware recruitment process.
- d. Hexaware will provide the College with Training curriculum, connect with Hexaware's training partners for learning contents and assessments, industry-Academia exposure and support events to uplift the capability of the pre-selected students. The College shall use the materials, procure at its own cost necessary software and access to Hexaware partner's Portal and program manage these efforts under the guidance of designated representative of Hexaware and exclusively for the purpose specified under this MOU.
- e. The College shall nominate two or three faculty members for undergoing the Trainer Certification Program by Hexaware. The faculty, after completion of certification, will be allowed to train certain number of students as agreed upon by the parties in writing from time to time.
- f. The College shall establish a Center of Excellence (CoE) under the guidance of Hexaware with the specified infrastructure requirements of Hexaware and shall use the CoE for imparting the CoE specific course/training. This CoE shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the College or other Organizations.

subject to completion of their graduation. Hexaware shall not be under obligation under this MOU to recruit any fixed number of Pre-selected students.

- m. The program involves substantial efforts and investment and continuous engagement from Hexaware with the intent to develop and hire substantial numbers from the College. The College shall therefore take all necessary steps to ensure that at least 90% of the pre-selected students join Hexaware after successful completion of the training. A drop in the joining percentage below the expected level will seriously jeopardize

Hexaware's interests and may be a material reason to not continue the engagement in the following years.

- n. Pre-selected Students who undergo this program in their 3rd Year, after completing the Hexaware Training Program, may be given an internship opportunity in their 8th Semester (4th Year) by Hexaware either in its premises or through the Hexaware Lab which will be setup in the College for administering Internships remotely by Hexaware.

- 2. This MoU is subject to the College earmarking 100+ students for placement in Hexaware exclusively and meeting the qualification and past performance criteria defined by Hexaware (Ranking in either of the following: NIRF, Career 360, NBA & NAAC (A))
- 3. The MOU shall be valid for three years from the date of execution. Hexaware shall have the right to terminate this MOU in the event of breach of material obligations including confidentiality obligations by the Partner, by giving a notice of fifteen (15) days, provided that the breach is not remedied by the College within such period.
- 4. The Parties herein have agreed to perform various obligations for the purpose outlined in the MOU earlier and there is no monetary obligation/consideration involved herein between the Parties. The College shall bear all expenses towards providing infrastructure, network and internet access, other facilities required for the education

The Parties shall not make unauthorized use of the trade name, trademark, copyright, patent, symbol, licenses, or designation belonging to the other party without prior approval and permission. In the event, the College or any of its personnel/ students/ faculty breach its confidentiality obligations or infringe the intellectual property of Hexaware, Hexaware shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the College shall indemnify, defend and hold harmless Hexaware, from and against all claims and all losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.

8. Hexaware shall also provide requisite publicity material such as handouts, information brochures and posters, if applicable to the College. Upon expiration, termination of this MOU or when requested by Hexaware, the College shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Hexaware.
9. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
10. Hexaware may have similar collaborations with other institutions and this Agreement is not exclusive.
11. The College may have similar collaborations with other Companies so long as Hexaware's interests are not compromised, confidentiality of the knowhow and processes are maintained, the pre-selected students alone are put through Hexaware's training curriculum and made available exclusively to Hexaware for its recruitment process.
12. The college shall take all necessary steps to safeguard the interest of Hexaware by avoiding any conflict of interest with other competing companies. Prior approvals need

17. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and / or modifications to the MOU will require written approval from both parties.
18. The termination of this MOU shall not affect the implementation of the projects or programs established under it, prior to such termination or until such definitive agreement is agreed and executed between the parties whichever is earlier. Notwithstanding anything to the contrary, in the event of expiry or early termination of this MOU, College shall reimburse all expenses incurred by Hexaware in performing its obligations under this MOU till the effective date of termination.
19. Any dispute arising out of this MOU shall be at the first instance attempted to be settled amicably between the parties within a period of 30 days. If the dispute is not resolved within 30 days from the date it first arose, or if either party believes that it is unlikely to be resolved in this matter, any such dispute shall be finally referred to arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled in accordance with Indian Arbitration and Conciliation Act 1996, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be conducted by single arbitrator mutually appointed by parties. The seat of arbitration shall be Chennai, Tamil Nadu, India and the arbitration shall be conducted in English language. In case, the dispute cannot be settled amicably, this MOU is subject to the jurisdiction of Courts at Chennai.

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

Date		
Place		

Annexure 1: Campus Connect Collaboration Plan - Proposed

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

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



தமிழ்நாடு தமிலநாடு TAMIL NADU 19/12/2023 26AC 266603
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E.G.S. PILLAY ENGINEERING M.S.M. சுல்தான்
COLLEGE NAGAPATTINAM. முத்திரைத்தான் விற்பனையாளர்
பெரிய கடைத் தெரு. நாகூர்,
உரிமம் எண்: 2/87

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

E.G.S. Pillay Engineering College, Nagapattinam, Tamilnadu

AND

SINGAPORE SOUTH ASIA CHAMBER OF COMMERCE AND INDUSTRY

This Agreement made and entered into on this 19th day of December 2023 between EGS PILLAY ENGINEERING COLLEGE, Nagapattinam and Singapore South Asia Chamber of Commerce and Industry Limited (hereinafter called "SSACCI" which expression shall include its successors and permitted assignees) with its registered office at 105 Cecil Street, #11-00 The Octagon, Singapore 069534.

1. OBJECTIVES OF THE MOU

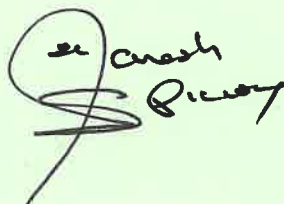
The objective of this Memorandum of Understanding is:

- a. to promote interaction between EGS PILLAY ENGINEERING COLLEGE and SSACCI in mutually beneficial areas.
- b. The interaction between EGS PILLAY ENGINEERING COLLEGE and SSACCI will give an insight into the latest developments /requirements of the industries. SSACCI and its group companies will permit the Faculty and Students of EGS PILLAY ENGINEERING COLLEGE to visit its facilities and also involve in Industrial Collaborated Programs with EGS PILLAY ENGINEERING COLLEGE. The programs and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Both parties will provide their Workshops/ Industrial Sites for the hands-on training of the learners coming under the scope of the MOU

2. PROPOSED MODES OF COLLABORATION

EGS PILLAY ENGINEERING COLLEGE and SSACCI propose to collaborate through

- a. sponsoring student projects / internships in three-year BBA and B.Com, two-year MBA and other degree programs at EGS PILLAY ENGINEERING COLLEGE
- b. conducting virtual/hybrid/offline conferences,
- c. knowledge sharing sessions with industry, academia and practicing professionals,
- d. sourcing of Resource persons for the events conducted by EGS PILLAY ENGINEERING COLLEGE and SSACCI,
- e. involving EGS PILLAY ENGINEERING COLLEGE faculty in various activities officially conducted by SSACCI in India.
- f. Sponsoring FDPs, Case Competitions which may be carried out wholly at EGS PILLAY ENGINEERING COLLEGE or at premises of SSACCI or partly at EGS PILLAY ENGINEERING COLLEGE and partly at SSACCI,



- g. training of SSACCI associate partners and their personnel through Continuing Education Programs conducted by EGS PILLAY ENGINEERING COLLEGE in areas of interest to SSACCI,
- h. any other appropriate mode of interaction agreed upon between EGS PILLAYENGINEERING COLLEGE and SSACCI.
- i. Appointment of SSACCI member as Adjunct Professor for sharing best practices from Singapore with EGS PILLAY ENGINEERING COLLEGE students and faculties

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

EGS PILLAY ENGINEERING COLLEGE and SSACCI shall individually be referred to as Party and collectively as Parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. In their own existing facilities - The performance of research individually by each Party or concurrently by both Parties along with associate members of SSACCI in mixed groups at their own facilities with regular exchanges of results.
- b. In a separate research and development facility - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. Third parties - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal areas of collaboration between EGS PILLAY ENGINEERING COLLEGE and SSACCI will be as set out in Annexure A.



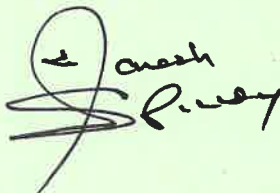
5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration, or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years (27-08-2023 to 26-08-2026) from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - i. is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - ii. is already known or become known to the receiving party
 - iii. is received from a third party having no obligations of confidentiality to the disclosing party,
 - iv. is independently developed by the receiving party; or
 - v. is required to be disclosed by law or court order



7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. JURISDICTION

In case of any disputes arises between the parties, both parties shall try to settle the dispute amicably, in case the dispute cannot be settled amicably, and the matter leads to legal remedy, in that case jurisdiction of Madras, Tamil Nādu courts only shall be applicable to both the parties.

Any disagreement/ difference of opinion/ dispute between the Parties regarding the interpretation of the provisions of this MOU or otherwise arising from this MOU and the activities undertaken under this MOU shall be resolved by mutual consultation by the Parties. For any dispute unresolved for a period not exceeding thirty (30) days, reference shall be made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification / re-enactment thereof and rules made there under. The Arbitration Tribunal shall comprise of three arbitrators, one each to be appointed by both the parties and the third arbitrator shall be jointly



appointed by the arbitrators so appointed.

The place of arbitration shall be Chennai and the proceedings shall be conducted in English language. The award of the arbitrators shall be binding on both the parties.

10. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

11. ASSIGNMENT

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

12. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU. This MOU will be governed by and construed in accordance with the laws of India.

13. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

14. IPR

Any intellectual property (IP) rights owned or controlled by a Party prior to subsequent formation of this MoU shall always remain as the legal and absolute property of the Party owning or controlling it. Nothing constrained



herein shall be construed as giving the other party any license or rights with respect to such intellectual property rights. Any such IP rights shall be specifically and separately agreed upon between the Parties in writing in Project Agreements.

For the purposes of this MoU and all services to be provided here under, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or make commitments of any kind, or to take any action.

Each provision contained in this MoU is declared to constitute a separate and distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this MoU be unenforceable or prohibited by law or by any present or future legislation then:

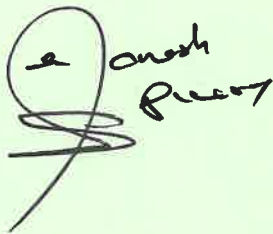
Such clause, condition, term or part thereof, shall be amended, so as to be in compliance therewith the legislation or law;

If such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this MoU and all the rest of the clauses, terms and conditions or parts thereof contained in this MoU shall remain unimpaired.

15. SIGNED IN DUPLICATE

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

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



On behalf of

**EGS PILLAY ENGINEERING
COLLEGE**

By:

Name: **Mr. Sankar Ganesh**

Title: **Joint – Secretary**

Date: **19.12.2023**

Witness:

1.

2.

SSACCI

By:

Name: **Dr.Chinnu Palanivelu**

Title: **Chairman**

Date: **19.12.2023**

Witness:

1

2.

ANNEXURE A : TECHNICAL AREAS OF COLLABORATION

Research Partnering

1. Research collaboration with the partnering universities
2. Faculty interactions on contemporary research areas
3. Collaborating in Research and Consultancy

Industry Partnering

1. Faculty internships (virtual/hybrid)
2. Faculty training at the industry
3. Consultancy opportunities with the industry
4. Conduct specialized and customized MDPs/Staff Development Programs to the industry persona.

Faculty Development

1. Conduct FDPs and improvement programs for both in-house and external faculty members
2. Faculty exchange programs
3. Appointment of SSACCI members as adjunct professor of the university

Student Development

1. Conduct Seminars/ Conclave/ Workshops/ Hackathons to engage students
2. Virtual internships for BBA/MBA students for a period of 3 months
3. Conduct case competitions
4. Industry conclave (Knowledge sharing platform with Industry experts)
5. To conduct Management hack-a-thons.

