

E.G.S.PILLAY ENGINEERING COLLEGE (Autonomous), NAGAPATTINAM
DEPARTMENT OF TRAINING AND PLACEMENT
MOU - 2022

S.No	Organisation with which MoU is signed	Name of the institution /industry/	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	Infosys	E.G.S.Pillay Engineering College	2022	07.03.2022	07.03.2025	3 Years	Online Platform for Certification Course, Faculty Training and Certification	Faculty and Students Training and Certification
2	Zaphire Information Technology	E.G.S.Pillay Engineering College	2022	04.04.2022	04.04.2025	3 Years	To enhance students' students skills & knowledge and career prospects.	Students Ambassador, Online Platform

PRIVACY & DATA PROTECTION AGREEMENT
On the Processing of Personal Information/Data by Contract
("Data Processing Agreement"/ "DPA")

By and Between

"Infosys"

[Infosys Limited] (and their subsidiaries, parent, and affiliates)

with its registered office at

[Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore -560100, Karnataka, India]

And

"Partner"

[EGS Pillay Engineering College (Autonomous), Nagapattinam-Affiliated to Anna University] (and

their subsidiaries, parent, and affiliates)

with its registered office at

[Old Nagore Eoad, Thithi Village, Nagapattinam. Pin:-611002]

each a "Party"; together "Parties"

1. Definitions:

- i. 'Personal data/Information' (hereinafter "PI") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number; (v) a social security number, tax ID number or other government-issued identifier; (vi) an Internet Protocol ("IP") address or host name that identifies an individual; (vii) a persistent identifier held in a "cookie" that is combined with other available data that identifies an individual; (viii) birth dates. (ix) Personally identifiable financial information, passport related details, (x) PHI (Protected Health Information) identifiers, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life. Additionally, to the extent any other information (such as, but not necessarily limited to, IP addresses, other unique identifier, or biometric information) is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so required by the applicable law.
- ii. 'Applicable Privacy Laws' refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other thirdparty vendors.
- iii. 'Data Controller' or 'Controller' means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. 'Data Subject' means any individual whose Personal Information is collected, used and/or processed under this DPA for the business purpose(s) of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. 'Technical and Organizational Security Measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized



For Infosys

For Partner

Date:

07.03.2022

Date:12/13/2021

Place:Bangalore

Place: Nagapattinam

Name: Mr. Thirumala Arohi

Name:Dr.S.Ramabalan

Title: Senior Vice President and Head,
Education Training and Assessment

Title:Principal, EGS Pillay Engineering College

Signature (with seal):

Signature (with seal):

Head, Education, Training and As

INFOSYS LIMITED

Education, Training & Assessment

44, Electronics City, Hosur Road

BANGALORE - 560 100 INDIA

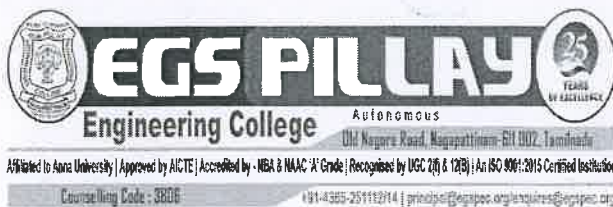
PRINCIPAL

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

- Please fill all the required fields in detail.
- Post entering all the details, print this entire document and get the wet signature (handwritten) by authorized signatory along with institution / organization's official seal.
- Post the signature please scan and share the duly signed PDF copy to Springboard-support@infosys.com



2022



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**E.G.S. PILLAY ENGINEERING COLLEGE,
Nagapattinam, Tamilnadu**

AND

**ZAPHIRE INFORMATION TECHNOLOGY AND
SERVICES PRIVATE LIMITED**



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4th DAY OF April, 2022 by and between

E.G.S. Pillay Engineering College, Nagapattinam, Tamilnadu the First Party represented herein by its **Shri.S.Senthil Kumar**, Secretary, E.G.S. Pillay Engineering College, Nagapattinam, Tamilnadu. (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ZAPHIRE INFORMATION TECHNOLOGY AND SERVICES PRIVATE LIMITED (U72900TN2021PTC140751) , **THE SECOND PARTY**, and represented herein by its **DIRECTOR DIVAN GAMALIEL**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') and

WHEREAS:

The First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities to benefit students and job seekers.

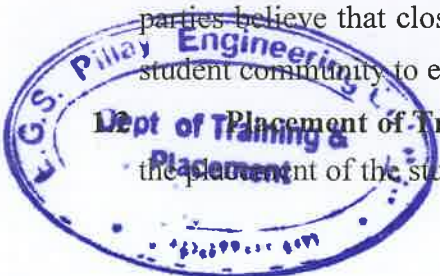
The Parties intend to cooperate within the area of Skill-Based Training and Placement Assistance and Internships.

Now, therefore, in consideration of the mutual promises set forth in this MoU, the parties hereto agree as follows:

1. SCOPE OF THE MOU

- 1.1 Co-operation and Collaboration:** The students from the institution can play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge and career prospects.

- 1.2 Placement of Trained Students:** The Second Party will actively engage to help in the placement of the students of the First Party in suitable jobs and internships.



- 1.3 There is no financial commitment on the part of either party in the scope of these assisted placement initiatives offered by the Second Party. The placement assistance offered is subject to the following terms:
- 1.3.1 To be considered for placement assistance /Internship, students must be registered in the Zaphire platform.
- 1.3.2 Students must create a VIDEO resume using the available templates on the Zaphire app.
- 1.3.3 All VIDEO resumes must be in English, and meet the minimum quality criteria as ascertained and checked by Zaphire's representatives regarding aspects like completeness, the accuracy of the information, quality of audio and video etc.
- 1.3.4 Zaphire's computer algorithm and its representatives will screen and shortlist the students for various available opportunities based on skills, experience, job location, and any other fitment parameters necessary.
- 1.3.5 While the intent is to place as all qualified students as possible, there is no assurance from the Second Party on placement outcomes since this depends on a host of factors and fitment criteria.
- 1.3.6 If a student is successfully placed in a job/program/internship in which the client trains students / invest money in skill up-gradation but chooses to leave the job/program within 3 months from the start date for whatever reason OR is asked to leave for reasons of performance, conduct or any other reason, the First Party agrees to offer a suitable replacement candidate as soon as possible.

2. INTELLECTUAL PROPERTY

- 2.1 Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

3. VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, both Parties will take effective steps for implementation of this MOU. Any act on the part of either party after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties must discharge their obligations as mutually discussed.



4. NON-CIRCUMVENTION

- 4.1 The First Party agrees not to engage with, directly or indirectly, the clients of the Second Party while the MOU is active.

5. RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 5.2 It is also agreed that the First Party agrees to have the Second Party use the logo and branding for marketing purposes on the website, brochures, social media, and other media events to help get the required visibility and exposure for the students.

First Party

Shri.S.Senthil Kumar,
Secretary,
E.G.S. Pillay Engineering College, Old
Nagore Road, Theithi Village
Nagapattinam, Tamilnadu-611002

Second Party

Zaphire Information Technology and
Services Private Limited
Shakthi Towers – 1,
766 Anna Salai
Chennai,Tamil Nadu 600002

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Second Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chennai.



AGREED:

For Shri.S.Senthil Kumar, Secretary, E.G.S. Pillay Engineering College, Old Nagore Road, Theithi Village Nagapattinam, Tamilnadu-611002	For ZAPHIRE INFORMATION TECHNONOGY AND SERVICES PRIVATE LIMITED
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S. Senthil Kumar

S. SENTHILKUMAR
SECRETARY

E.G.S. Pillay Group of Institutions,
Nagapattinam - 611 002.

Authorized Signatory

Authorized Signatory

E.G.S. Pillay Engineering College	ZAPHIRE INFORMATION TECHNOLOGY AND SERVICES PRIVATE LIMITED
Old Nagore Road, Theithi Village Nagapattinam, Tamilnadu-611002	Address: Shakthi Towers - 1, 766 Anna Salai Chennai Tamil Nadu 600002
Contact Details: +91 98947 07007	Contact Details: +91- 9566146505
E-mail: ceo@egspec.org	E-mail: divan@zaphire.live
Web: www.egspec.org	Web: www.zaphire.live

