

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on **29<sup>th</sup> Nov 2021** by and between:

- I. **Capgemini Technology Services India Limited**, a company incorporated under the Companies Act, 1956 with its office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057 Maharashtra (hereinafter referred to as “**CAPGEMINI**” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

- II. **CMR Group of Institutions** located at Kandlakoya, Medchal Road, Seethariguda, Hyderabad, Telangana 501401 hereinafter referred to as the “**Institution**” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

CAPGEMINI and The Institution are also referred to as the “**Parties**” in the collective and as the “**Party**” in the singular.

1. This MOU between CAPGEMINI and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent (“Collaboration”). The Collaboration hereunder shall commence on **29<sup>th</sup> Nov 2021** and will be valid for 2 years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity: (Refer Annexure I)
2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. Institution agrees to unconditionally grant CAPGEMINI a preferential status for recruiting its students from the campus.
5. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
6. Neither party shall:
  - a) Infringe the intellectual property belonging to the other party
  - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
  - c) Be or represent itself as a representative of the other
  - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.



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7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions were the actions of the other.

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.

Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

8. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU.
9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable CAPGEMINI policies when working on CAPGEMINI premises with regard to Collaboration.



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The Institution agrees to keep CAPGEMINI fully indemnified against any unlawful activity or breach of instructions from CAPGEMINI by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.

10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.
11. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
12. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

Accepted for and on behalf of **Capgemini  
Technology Services India Limited**

Accepted for and on behalf of **CMR Group of  
Institutions**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: CHANDRA REDDY

Name: CH. ABHINAV REDDY

Position: MANAGING DIRECTOR

Position: MEMBER OF MANAGEMENT

Date: 29/11/2021

Date: 29<sup>th</sup> NOV '2021

**Annexure I**  
**(COE IOT Services, Embedded Systems)**

**Commitments from Capgemini:**

1. Deliver minimum of 2 guest lectures per semester for final year students on leading technologies on mutually agreed topics related to Embedded Systems, Electronics Hardware and Software Engineering, subject to experts' availability.
2. Conduct one workshop per year to make Students embrace new technologies or methodologies on Embedded Systems Engineering.
3. Provide project ideas and remotely mentor students (max 10) to execute projects at the Institute's Campus.
4. Provide opportunity for Institute's selected Students and Faculties to participate in Capgemini's Tech-Fiesta.
5. Capgemini Campus Tour for Final Selects (max 30) (Connect with Senior Leaders, HR).
6. Mentor the Students to develop Proof of Concepts (PoC). for selected Final Year College project(s).
7. Review the course curriculum provided by the college and recommend revisions to be aligned with concurrent Industry needs.
8. Capgemini to provide Exhibition/ Project-Expo panelists, subject to experts' availability.
9. Capgemini to provide pre joining learning opportunities (e.g. ADAPT) to Campus selects.

**Commitments from CMR Group of Institutions**

1. Closely work with Capgemini Relationship Sponsor to agree on Engagement Charter.
2. Agree upon dates, topics, time slots for Guest Lecture.
3. Encourage Students to actively participate in all engagement activities.
4. Invite Capgemini representatives to participate in Institute's TechFest.
5. Include Capgemini representatives on the Advisory board/ Committee to give inputs on Curriculum.
6. Support during Campus drives and provide preferential hiring slot to the talent trained as part of the engagement.
7. Provide extensive support to launch new initiatives (such as ADAPT).
8. Encourage Students to actively participate in all engagement activities and provide necessary software development skills (C/C++, Linux, Java/J2EE) for them to facilitate career in Embedded Systems.
9. Invest, train and develop Institute's faculty for Embedded Systems Engineering course curriculum and extend the necessary trainings.
10. Incorporating Practical's / Syllabus as per the industry curriculum suggested by Capgemini



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