

தமிழ்நாடு தமில்நாடு TAMILNADU



6 NOV 2024

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A. SATHISH KUMAR
STAMP VENDOR
LIC No. 7/876/B3/96
TRIPLICANE, CHENNAI-600 005.
Phone: 28552346, 45566661

Memorandum of Understanding Industry - Academia Engagement

This Memorandum of Understanding (MOU) is executed on this day of 04-Nov-2024

BETWEEN

Avanthi Institute of Engineering & Technology, duly constituted under affiliation of AICTE & JNTUH having its campus and office at Guntapally (v), Abdullapurmet (M), Ranga Reddy (Dist), Hyderabad, Telangana - 501512, hereinafter referred to as the "College/First Party", which expression shall where the context so admits includes its successors in interest and permitted assigns.

AND

Movate Technologies Private Limited, a company registered under the Companies Act, 1956 and having its registered office at 6th Floor, 32A&B, Ambit IT Park, Ambit IT Park Road, Ambattur Industrial Estate, Chennai – 600058, Tamil Nadu, India, hereinafter referred to as "Movate" / "Second Party", which expression shall where the context so admits includes its successors in interest and permitted assigns.

Hereinafter referred to jointly as the "Parties" and individually as a "Party" to this MOU.

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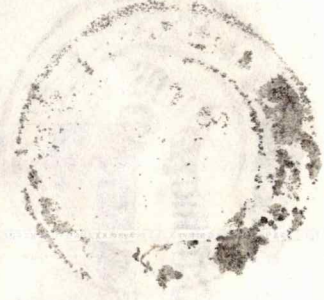
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WHEREAS

Avanthi Institute of Engineering & Technology stands out as an institute of academic excellence by imparting technical, intellectual, and professional skills to the students, offers a distinguishing blend of premium graduate, undergraduate and research programs.

Movate 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.

The College is desirous of placing its students in Movate through Campus Placement - a program conducted within universities and educational institutions to provide jobs to final year passing out students. The educational institution wishes to partner with Movate for recruitment of its final year student population.

Movate is desirous of identifying and nurturing suitable talent from the College who will be considered for placement to Movate after graduation.

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:

Objective:

The over-all objective of this MOU is to ensure:

1. Movate offers an Industry Readiness Program to final year shortlisted students to gain exposure on trending technologies like Cyber Security, Digital Engineering Services, Infra Structure Services and Consumer Technical Support.
 2. Students from the College who meet the eligibility criteria of Movate will be shortlisted and given access to the Movate Virtual Academy - iAccelerate Portal on the technology of interest for Movate.
 3. Placement opportunities for students in Movate upon successful completion of Industry Readiness Program as per defined threshold.
 4. Trained and ready to deploy talent availability for Movate.
 5. Movate representatives to be in Board of Studies of College to guide and mentor the students in developing talent and make them industry ready.
 6. Movate employees to participate in the technology symposiums and guest lectures to bridge the gap between academia and industry
 7. Provide opportunities to students to be groomed and mentored by industry experts
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1. 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 Movate from the College through an **Industry Readiness Training Program**, focused training for the pre-selected students with support from the College POC

who will be oriented by Movate subject to the following **Terms and Conditions**:

- a. The college partners with Movate to conduct Industry Readiness Program on technologies like Cyber Security, Infrastructure & Cloud Services, Digital Engineering Service and Consumer Technical Support (Refer Annexure 2).
- b. The Program Sponsors for the agreed programs shall be the Head of Training & Placement Department from the College and EVP & Chief People Officer from Movate.
- c. The Final year students of any Engineering Course with Computer Science/ IT as specialization who are to be trained shall be pre- selected by Movate (hereinafter referred to as the "Pre-selected Students") as per Movate's eligibility criteria and selection process and a Conditional Offer Letter will be given to the Pre-selected Students which will specify the conditions to be complied with to join the organization.
- d. Students will be stack ranked based on their performance and the top performing students from the training program who qualify may be selected into Movate roles, subject to the policies of Movate.
- e. Movate will have the final say based on the individual performance of the students in this regard. All final selections for the offer will be subject to selection in the final Movate recruitment process.
- f. Movate will provide the pre-selected students with access to the iAccelerate Portal with the required e-learning courses for the Industry Readiness Program with training content, industry- academia exposure, and support events to uplift the capability of the Pre-selected Students.
- g. Refer **Annexure-1: Campus Connect Collaboration Plan** is a list of recommended programs by Movate which aims to make the Pre-selected Students industry ready. Movate recommended programs will be implemented for the Pre-selected Students.
- h. 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, Movate shall have the right to terminate this MOU and/or pursue other remedies available under the law, against the College.
- i. Movate would do an initial screening process and shortlist students for the Industry Readiness Program. The shortlisted students, would be given a conditional offer letter, confirming their selection into the program.
- j. Movate shall have the discretion to make full time employment offers to any of the Pre-selected Students upon successful selection in Movate 's recruitment process, the Industry Readiness Program, subject to completion of their graduation. Movate shall not be under obligation under this MOU to recruit any fixed number of Pre- selected Students.
- k. The program involves substantial efforts and investment and continuous engagement from Movate with the intent to develop and hire substantial number of students from the College. The College shall therefore, take all necessary steps to ensure that at least 70% of the pre-selected Students join Movate after successful completion of the training. A drop in the joining percentage below the expected level will seriously jeopardize Movate 's interests and may be a material reason to not continue the engagement in the following years.


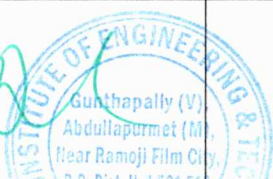

2. The MOU shall be valid for three (3) years from the date of execution. Movate shall have the right to terminate this MOU for convenience and in the event of breach of material obligations including confidentiality obligations by the College by giving a notice of fifteen (15) days, provided that the breach is not remedied by the College within such period.
3. The Parties herein have agreed to perform various obligations for the purpose outlined in the MOU 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 education and training and such other expenses incurred in performing its obligations under this MOU.
4. Under no circumstances shall the Parties be treated as the vendor, employee, contractor, representative and agent of the other. This MOU does not create any other legal relationship of employer/employee, partnership, or joint venture between the Parties herein, other than the relationship contemplated by this MOU. The College do not have any right to obligate or bind Movate in any manner nor the College have the right to act as an agent or representative of Movate.
5. Any information or documentation received by the College 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 Movate or its partners to the College, and Movate '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 Movate to the College during the subsistence 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 College shall not disclose, reproduce, and use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, the College shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. The College and any of its personnel/ students/ faculty shall not disclose the Confidential Information during the term of this MOU and thereafter.

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 Movate, Movate 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 Movate , 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 Movate or any of its respective officers, directors, employees, partners or agents, resulting from, arising out of or relating to breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.

6. Movate shall 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 Movate , the College shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form, to Movate .
7. Neither of the Parties shall use the name of the other Party in any advertisement nor make any public announcement without the prior written approval of the other Party.
8. Movate may have similar collaborations with other institutions and this MOU is not exclusive.




9. The College may have similar collaborations with other companies so long as Movate's interests are not compromised, confidentiality of the knowhow and processes are maintained, the Pre-selected Students alone are put through Movate training curriculum and made available exclusively to Movate for its recruitment process.
10. The College shall take all necessary steps to safeguard the interest of Movate by avoiding any conflict of interest with other competing companies.
11. Except as expressly stated in this MOU, there shall be no obligation on either of the Parties to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential.
12. The Parties agree that no party shall be held liable for any act or omission of the other party under this MOU.
13. The Parties represent that they have the full power and authority to enter this MOU in general and none of the objects stipulated herein are against public policy.
14. The Parties shall designate their respective /representatives who shall be the primary point of contact on behalf of that party as below:

	College	Movate Technologies Private Limited
Name	Mr Swamy Rao Kulkarni	Anish Philip
Designation	Director - training & Placements	EVP & Chief People Officer
Email ID	placements@avanthi.edu.in	anish.philip@movate.com
Phone	9849714307	9742203975
Address	Guntapally (v), Abdullapurmet (M), Ranga Reddy (Dist), Hyderabad, Telangana - 501512	6th Floor, Ambit IT Park, No. 32A & B, Ambit Road, Ambattur Industrial Estate, Chennai - 600058, Tamil Nadu
Signature	 	

15. 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.
16. 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, the College shall reimburse all expenses incurred by Movate in performing its obligations under this MOU till the effective date of termination.

17. 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 MOU, 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 the 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 shall be subject to the jurisdiction of courts at Chennai.
18. **Force Majeure.** Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this MOU if the failure results from events beyond the reasonable control of either Party. For the purpose of this MOU, such events shall include, but are not limited to acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war or disturbances, acts of civil or military authority, laws, regulations, pandemics, epidemics, COVID-19, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other Labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or Labour necessary for the performance of this MOU. The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
19. **Anti-Bribery Compliance:** The College acknowledges that Movate conducts its business in ethical manner and has no tolerance against bribery and corruption. The College and its promoters, partners, employees, representatives, subcontractors, and agents therefore will not violate any applicable anti-corruption and anti- bribery laws and other laws and regulations in the applicable country of operation, including but not limited to U.S. Foreign Corrupt Practices Act and the Bribery Act 2010, then in force.

IN WITNESS WHEREOF both Parties have caused this MOU executed by their duly authorized representatives on the day, month and year stated hereunder.

Date	04 November 2024	04 November 2024
Place	Telangana	Chennai
Name	Mr Swamy Rao Kulkarni	Anish Philip
Company	Avanthi Institute of Engineering & Technology	Movate Technologies Private Limited
Signature	 	

Annexure 1: Campus Connect Collaboration Plan – Proposed

The following is the Industry Academia Engagement 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.No	Program Name	Program Highlights	Target Audience	Frequency	Movate Responsibilities	College Responsibilities
1	Expert Sessions / Guest Lectures	1.Motivational Sessions 2.Technology Evangelization	All Students	4 Session a Year	Movate to nominate Tech Speakers	College to Schedule the sessions & plan the topics with Movate
2	Tech Summit	Technology Summit – Paper Presentations, CoE Exhibits, Tech Quiz, Hackathon etc.	Organized by Offered Students, guided by Faculty	1 Per Year	Movate will help to design the event and guide the College Event Team	College will plan, schedule, fund and execute the event
3	IT Club	Programmers Club – Challenge Lab & Alumni Connect	Selected Students	Club to plan activities	Club to plan activities	College will launch and monitor the club activities

Annexure – 2 – Industry Readiness Program opted by college

S.No	Employability Programs	Training Duration in hrs.	Delivery Model
1	Movate Technologies Certified Cyber Security Professional (TAC Essentials)	80	E-Learning + VLIT + Lab
2	Movate Technologies Certified Network Security Professional (TAC Essentials)	80	E-Learning + VLIT + Lab
3	Movate Technologies Certified Cloud & Infrastructure Support Professional (TAC Essentials)	80	E-Learning + VLIT + Lab
4	Movate Technologies Consumer Tech Support Professional	80	E-Learning + VLIT + Lab

Terms and Conditions for Employment with Movate post completion of Industry Readiness Program

1. 100% e-Learning completion and 90% attendance for all VILT sessions
2. Passing all training assessments with >80% threshold (up to 2 attempts would be provided to students for each module assessment. If the student fails to clear the first attempt, he should clear the assessment in the second attempt. Failing which, he would not be considered for Movate recruitment process.
3. No Backlogs at the time of joining the company.
 - a. In case, the student has obtained a backlog, after joining the program, he/she should ensure completing the same to be eligible for selection to Movate.
 - b. Once, the student clears the backlog, he can apply for opportunities with Movate.
 - c. Movate would consider employing the student, only if vacancy persists.

Roles and Responsibilities:

Movate	College / University
<ul style="list-style-type: none">• Student Orientation & Student Selection• Conditional Offer Roll out• Student Induction & Setting Expectation about the program• Access to training modules on the portal for the Industry Readiness Program• Real Time Lab Scenarios• Master Trainers to deliver master class to students• Assessments• Learning Materials• Student performance report would be shared to the college/university every fortnight.• Certification• Offer Roll out for successful students• Onboarding successful students into Movate	<ul style="list-style-type: none">• Sourcing students• POC to support smooth conduct of training