MEMORANDUM OF UNDERSTANDING





# Memorandum of Understanding

Between

KPIT Technologies Ltd.

And

KLE Technological University, Hubballi

Date: 13-6-2019



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") following the PACE (Program for Academic Collaboration & Engagement) initiative of KPIT, is made on this 13th day of June 2019) by and between **KPIT Technologies Limited**, hereinafter referred to as "KPIT", having its Registered office at SEZ Unit, Plot-17, Rajiv Gandhi Infotech Park, MIDC-SEZ, Phase-III, Hinjawadi, Pune – 411057 and **KLE Technological University**, located at Vidyanagar, Hubballi–580031, hereinafter referred to as "KLETech"

#### 1. Introduction

KPIT is a global IT Consulting and Product Engineering partner focused on co-innovating domain intensive, technology solutions for corporations specializing in automotive & transportation, manufacturing and energy & utilities.

WHEREAS, "KLETech", a leading state private University, has its roots in one of the premier engineering institution of Karnataka, B. V. Bhoomaraddi College of Engineering and Technology, Hubli (BVB). The founding organization KLE Society, Belgaum, established BVB College in 1947 with an aspiration of creating an institution that would lay the foundation of modern engineering education in northern region of Karnataka. Over the years, it evolved to reach and hold a unique position of pride in the technical education system of India. BVB obtained state private University status in the year 2015 and renamed as KLE Technological University.

.Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them as provided in this MoU.

### 2. Objectives of Cooperation

The main objective of this MoU is to initiate PACE (Program for Academic Collaboration and Engagement) and to provide a platform to build a strong and on-going relationship between KPIT and "KLETech" The primary goals of PACE are –

- 1. To develop and foster strategic linkages between "KLETech" and the technical departments at KPIT.
- To understand the needs and expectations of both the Institute and KPIT and to execute relevant identified activity required to meet the needs and expectations therein.
- Offering courses of mutual interest to the students and issuing the students certificates
  jointly, upon successful completion of the course.
- 4. Provide Placement support to institution whereby KPIT shall recruit competent and potential students of final year of Under Graduate ("UG") and Post Graduate ("PG") programmes depending on their annual need and growth plan.



- Identify the area of research and development in Engineering of mutual interest and work on the identified proposals jointly on agreed terms.
- 6. KPIT will permit their Engineers and Experts to tender their expertise for the benefit of the students when they are requested for specially focused programs.
- 7. KPIT will sponsor/mentor UG / PG students' projects of mutual interest and convenience.
- 8. KPIT will promote various activities for overall development of students of "KLETech".
- KPIT will advise for achieving programme educational objectives and outcomes of the UG programmes.
- 10. Exploring and carrying out any other academic activity with mutual consent.
- 11. Provide exposure to students & faculty members to emerging technologies.
- 12. Help bridge the gap between academia and industry and contribute to the education eco system.
- 13. Participate in enhancing the knowledge of niche technologies and domain education by partnering with "KLETech".

#### 3. Coordination

Under PACE, KPIT and "KLETech" shall establish a joint working group for coordination. Both parties shall ensure that the joint working group comprises of appropriate personnel to discuss and implement the activities mentioned in this MoU. From "KLETech" it would be the Heads of the departments, PACE SPOC from the Institution, Head of Training and Placement division. From KPIT it would be, Head of Learning, SPOC for PACE programs, representatives from specific practices. Both parties (KPIT and "KLETech") shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

#### 4. Mechanisms for Cooperation

The joint working group shall implement, administers and executes the following measures as under -

#### 4.1 Integral Part of academic curriculum planning

KPIT shall participate in planning the academic curriculum by providing the field inputs, technology driven changes to the Board of Studies (BoS) at the departmental level or the Departmental Academic Committee (DAC). This BoS and DAC shall take all such inputs to the cluster level BoS of the institute and finalize the curriculum.



# 4.2 Participation in knowledge sharing

As per the PACE program, KPIT is to provide its speakers to participate and deliver technical presentations and talks on topics as shall be, jointly, decided by "KLETech" and KPIT. Such lectures shall either be a part of the curriculum or a value-added knowledge for the students.

#### 4.3 Projects for Under Graduates and Post Graduates

KPIT shall explore the possibility of increased student and faculty interface by offering projects for students of UG and PG programmes, depending on the need and availability of such projects at KPIT. Since such projects shall constitute a partial fulfillment for the award of the respective degrees, KPIT shall have to evaluate the projects carried out by the students as per the norms of the Institute/ University. Project Coordinators of "KLETech" shall extend all support to KPIT for the evaluation process.

## 4.4 Placement support to "KLETech"

PACE aims at identification of the right young people who will join KPIT in its quest for being practice leaders in the niche areas we are focused on. Hence, KPIT shall recruit competent and potential students of final year of UG/ PG programmes depending on their annual need and growth plan. This activity shall be governed by the selection process steered, jointly, by the Placement Cell, of "KLETech" and KPIT. KPIT is under no compulsion to guarantee Placements to the students of "KLETech"

#### 4.5 Participation in technical events

As per the PACE program, KPIT shall consider participation in technical events. Events include National/International conferences, workshops, finishing schools, symposia, value-add courses hosted by "KLETech" The final decision shall be taken on a case to case basis after review and discussion between the two parties.

#### 4.6 Internships to students

In order to impart practical training under PACE, KPIT shall identify, encourage and support the evolving technical competence in students by providing paid internships to students during their vacation period between successive semesters depending on KPIT requirements. KPIT shall deploy such interns on specific technical works at their development centers. KPIT shall evaluate the quality of the work carried out by the interns and award them with a certificate at the end of the internships at KPIT's discretion on the basis of their performance. Industry-Institute Coordinator of "KLETech" shall co-ordinate with KPIT throughout the process including initiation of the internship request at the appropriate time, selection of students for the internship, overseeing the technical work carried out by the interns and the evaluation of the work carried out by the interns as might be required by KPIT.

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RMZ Ecoworld
Infrastructure Pvt. Ltd.
SEZ, Sarjapura
Outer Ring Road

- 4.7 Nurturing Exchange programs
- 5. KPIT shall foster the industry-institute exchange program with respect to the faculty and industry (KPIT) executives to serve in the organizations on an exchange basis. This shall provide the associates of KPIT and "KLETech" with cross-learning opportunities. Additionally, PACE will imbibe KPIT culture amongst students and they will understand KPIT practices.

#### 6. Confidentiality

- 6.1 Either party may disclose its Confidential Information (as defined hereinafter) to the other party and the party disclosing the Confidential Information is referred as "Discloser" and the party receiving such information is referred as "Recipient".
- 6.2 Recipient shall keep the confidentiality of the Confidential Information of the Discloser and not use the Confidential Information for any purpose other than the purpose for which it to e Confidential Information was provided to the Recipient.
- 6.3 Upon request by the Discloser, Recipient shall immediately return the Confidential Information of the Discloser.
- "Confidential Information" shall mean and include KPIT proprietary technologies, all information and trade secrets exchanged by the parties hereto, including without limitation, technical or non-technical data, processes, know-how, business plans, forecasts, ideas, concepts, non-public financial plans and financial data, information about KPIT's clients and vendors and all other information, whether as a whole or any part thereof, that a reasonable person would deem confidential.
- 6.5 Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the Recipient; (b) can be shown to be already possessed by the Recipient as of the date of disclosure; (c) is made available to the Recipient on a non-confidential basis by a third party having a right to do so; or (d) is disclosed by order of a court of competent jurisdiction.
- 6.6 The obligation to maintain confidentiality shall survive this Agreement for a period of two (2) years from the date of disclosure.
- 6.7 "KLETech" shall cooperate with KPIT in getting Non-Disclosure Agreements signed by the students if such request is made by KPIT.

# 7. Selection process

The entire recruitment procedure shall be decided by the KPIT Campus Recruitment Team which shall decide the procedure of campus recruitment including but not limited to selection criteria, selection process and elimination rounds.



#### 8. Miscellaneous

- 8.1 This MOU under the PACE initiative of KPIT, shall be valid for a period of 12 months from the date of signing by "KLETech" & KPIT. This MOU shall be renewed for further term with mutual consent. Either party may terminate this MOU by giving 30 days prior written notice to the other.
- 8.2 Neither party hereunder shall be liable for any consequential loss or damages arising out of the performance of obligations under the terms of this MoU.
- 8.3 Save in respect of Clause 5, Confidentiality, KPIT shall not have any liability or legal binding to "KLETech", by virtue of executing this MoU.

# 9. Limitation of liability

In no event shall either party be liable to the other for any loss of profits, loss of revenue, loss of data, loss of use, any indirect, incidental, special, exemplary, punitive or consequential damages, incurred by either party or any third party, whether in an action in contract or tort, strict liability or other legal or equitable theory regardless of whether such damages were foreseeable or if the other party or any other person has been advised of the possibility of such damages.

10. Governing law and Jurisdiction:

This MOU shall be governed by the laws of India. Any dispute arising out of or in connection with this MOU shall be subject to the jurisdiction of the courts in Pune.

Agreed to:

For KPIT Technologies Ltd.

Sign:

For "KLE Technological University, Hubballi"

Sign:

Mr. K.N.S Acharya

VP & Global Head Education & Competency Development Global Head – Talent Acquisition and Immigration

Date: 13-6-2019

Prof. B. L. Desai

Registrar

REGISTRAR
KLE Technological University
HUBBALLI-580 031.

Date: 13-6-2019

