

Movate - G. Pullaiah College of Engineering and Technology

Center of Excellence - Memorandum of Understanding

This Memorandum of Understanding (MOU) is executed on this 01st Day of December 2022 ("Effective Date")

BETWEEN

G.Pullaiah College of Engineering and Technology, duly constituted under AICTE having its campus andOfficeat Pasupula Village,Nandikotkur Road,Kurnool, hereinafter referred to as the "College/First Party", which expressionshall where the context so admits includes its successors in interest and permitted assigns.

AND

Movate 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.

WHEREAS

G Pullaiah College of Engineering and 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.

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. Students of the College who meet the eligibility criteria of Movate are trained on the latest cutting-edge technology of interest for Movate .
- 2. Placement opportunities for the students in Movate upon successful completion of training as per defined threshold.
- 3. Faculty development through structured "Train the Trainer Program" and "Certification" by Movate Subject Matter Experts.
- ${\bf 4.} \quad {\bf Trained\ and\ ready\ to\ deploy\ talent\ availability\ for\ Movate\ .}$
- 5. Curriculum Integration and industry relevant academic curriculum.
- 6. Movate representatives to be in Board of Studies of College to guide and mentor the students in developing talent and make them industry ready.
- 7. Provide opportunities to students to be groomed and mentored by industry experts
- 8. Curriculum Integration and design certificate programs for the students.
- 9. Launch credit courses for the students to gain experience in the latest technology domain.
 - 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 guidance on industry requisite courses, focus training for the pre-selected students through the College faculty that will be trained by Movate and other industry academia collaboration between the Parties subject to the following Terms and Conditions:
 - a. The college can choose to partner with Movate on the specific technology domain specified as per Annexure 4
 - b. The Program Sponsors for the agreed programs shall be the Head of Training & Placement Department from the College and Head Campus and Institutional Alliance from Movate.
 - c. The 4th year students of <u>G Pullaiah College of Engineering and Technology</u> course who are to be trained shall be pre-selected by Movate (hereinafter referred to as the "Pre-selected Students") as per Movate '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 to join the organization.
 - d. The pre-selection of students is primarily for the Graduate Engineer Trainee (GET) category.
 - e. Top performing students from the training program who qualify may be selected into Movate roles, subject to the policies of Movate . Movate will have the final call based on the individual performance of the students in this regard. All final selections for offer will be subject to selection in the final Movate recruitment process.
 - f. Movate will provide the College with training curriculum, connect with Movate'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 program manage these efforts under the guidance of designated representative of Movate and exclusively for the purpose specified under this MOU.
 - g. The College shall nominate two or three faculty members per domain for undergoing the Trainer Certification Program by Movate . The objective of this program is to train the College faculty on specific modules as per the program chosen and equip them to manage the training completion by students, support in conducting assessments and act as a key member in supporting the overall program delivery in the College. Upon successful completion of the training the faculty would be certified by Movate and will be allowed to train certain number of students as agreed upon in writing by Movate and the College from time to time.



- h. The College shall, at its own cost and expenses, establish a Center of Excellence (CoE) under the guidance of Movate with the specified infrastructure requirements of Movate 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 or the courses of the College or other organizations. Kindly refer Annexure 2 for the hardware and software requirement for the CoE.
- i. 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.
- j. The Pre-selected Students in their 7th Semester, will have to complete the Foundation course consisting of both soft skills and technical Skills. On successful completion of the course, they will undergo a specialized training identified by Movate for the College and obtain their certification in their 8thSemester.
- k. 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 rights to terminate this MOU and/or pursue other remedies available under the law, against the College.
- The College shall not train any students other than the Movate Pre-selected Students using the know-how and resources made available by Movate and its partners under this Agreement. The College shall ensure and commit that all Pre-selected Students undergoing the programs under this MOU, do not sit through the campus selection process of any other company. Any of the Pre-selected Students who is not made an offer by Movate in the final selection is free to apply to any other company.
- m. Movate would do an initial screening process and shortlist students for the CoE program. The shortlisted students, would be given a conditional offer letter (Letter of Intent-LOI), confirming their selection into the program.
- n. 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, subject to completion of their graduation. Movate shall not be under obligation under this MOU to recruit any fixed number of Pre-selected Students.
- o. 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 90% 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. This MoU is subject to the College earmarking a minimum of 15 students/program for placement in Movate exclusively and the College meeting the qualification and past performance criteria defined by Movate (Ranking in either of the following: NIRF, Career 360, NBA & NAAC(A). The shortlisted students to the program(s) should not be made available for placement opportunities with other organizations that might come up in the college campus later.
- **3.** 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.
- 4. 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 the education and training and such other expenses incurred in performing its obligations under this MOU.

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- 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 Movate both to monitor/audit the Program on a quarterly basis and co- operate 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. 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.
- 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.

- 8. 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.
- 9. 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.
- 10. Movate may have similar collaborations with other institutions and this MOU is not exclusive.
- 11. 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.
- **12.** The College shall take all necessary steps to safeguard the interest of Movate by avoiding any conflict of interest with other competing companies. Prior approvals need to be taken from Movate for any event involving the Pre-selected Students or the Movate CoE.

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- **13.** 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.
- **14.** The Parties agree that no party shall be held liable for any act or omission of the other party under this MOU.
- **15.** 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.
- **16.** The Parties shall designate their respective /representatives who shall be the primary point of contact on behalf of that party as below:

	College	Movate Private Ltd.	
Name	Lalband Neelu	Benedict Arokiasamy	
Title	Associate Dean Trainings	Vice President & Head	
Email ID	neelu@gpcet.ac.in	Benedict.Arokiasamy@csscorp.com	
Phone	9676796323	98403 90515	
Address	G Pullaiah College of Engineering & Technology Pasupula Village,	6 th Floor Ambit IT Park, Ambattur Industrial Estate Chennai India	
	Nandikotkur Road, Kurnool		

- 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 Movate 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 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.



- 20. 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.
- 21. 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 WRITTEN WHERE OF both Parties put their hard seal on the day, month and year stated herein above.

Date	01 st December 2022	01 st December 2022	
Place	Kurnool	Chennai	
Name	C. Srinivasa Rao	Benedict Arokiasamy	
Company	G Pullaiah College of Engineering &Technology	Movate Private Limited	
Signature	PRINCIPAL G.Pullaiah College of Engg & Tech. Nandikotkur Road, VENKAYAPALLI KURNOOL-518 452 (A.P)	XBenl	



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	Movate Responsibilities	College Responsibilities	
1	Expert Sessions / Guest Lectures	Motivational Sessions Technology Evangelization	All Students	4 Sessions a Year	Movate to nominate Tech Speakers	College to Schedule the sessions & plan the topics with Movate	
2	STEP Workshop	STEP - Student Employability Program (Placement Orientation)	2nd Year & 3rd Year Students	2 (One Day) Workshops a Year	Movate to nominate Placement Mentors	0 1	
3	FDP Workshop	Faculty Development Program	Select Faculty	2 (Two Day) Workshops a Year	Movate to nominate Faculty Mentors	College to plan & Schedule the workshop with Movate	
4	TTT Workshop	Train the Trainer (TTT) Workshop	Select Faculty	Need Based	Movate will do the TTT workshops on need basis	College to plan & Schedule the workshop with Movate	
5	Foundation Program	Foundation Program (Soft skills + Tech Skills)	Offered Students in 3rd Year	One Semester Program	Movate to design the Program and do the TTT	College will execute the training and supervise the program execution	
6	CoE Certification	Select Technology Certification	3rd yr. Select / 4th yr. offered Students	One Semester Program	Movate 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	Industry Visit Program	Movate 1 Day Visit Program	Select Faculty and Students	2 Visits per year	Movate will host the visit	College to plan & Schedule the visit with Movate	
8	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	
9	IT Club	Programmers Club – Challenge Lab & Alumni Connect	Select Students	Club to plan activities	Movate will mentor the club	College will launch and monitor the club activities	



Annexure 2: Hardware & Software Lab Requirements for Center of Excellence (CoE)

The college / University should make sure the following hardware and software infrastructure is made available for smooth conduct of the CoE programs for the students

Minimum Hardware & Software Requirement for Technology Essentials & Specialization

Windows 64-bit OS, Intel i3 Processor, 16GB RAM with Audio -Video capability & Broadband Internet connection with minimum 50Mbps speed. Admin privileges to install & configure open-source software / tools/ Linux OS / 120-day evaluation of Windows OS as per training requirement.

- 8 GB RAM for Java Full Stack Development and Infrastructure Networking & Cloud Security (INCS) programs, 16 GB RAM for Cyber Security and Wireless Security programs
- Open-Source Software Required
 - Cyber Security & Wireless: VirtualBox with Linux and Windows server ISOs, GNS3, Wireshark
 - JAVA Full Stack: VirtualBox with Linux ISO, Git SCM, MySQL, Java JDK, Eclipse IDE
 - INCS: VirtualBox with Linux and Windows server ISOs

Student Obligations:

All Students who are getting shortlisted for the Movate training through Center of Excellence, must possess a laptop/desktop to enable him/her to complete the lab exercise and learning videos successfully. The specification for the same are as follows:

Laptop / Desktop Configuration

- Windows 64-bit OS
- Intel i3 Processor
- 8 GB RAM with video and audio capability (for Java Full Stack & Infrastructure services)
- 16 GB RAM with video and audio capability (for Cyber Security & Wireless
- Web Camera enabled
- Un interrupted broad band connection with minimum speed of 50 mbps

Students should ensure that their web camera is always enabled during the training sessions. They should login to the online master class sessions on time.



Overall Program Duration & Per Week Student Engagement Hours. – Enterprise Support CoE

Employability Programs	Training Duration in hrs *	Delivery Model
Movate Certified Cyber Security, Wireless, Firewall, Router & Switching (TAC Essentials)	120 hrs.	eLearning + VILT + Lab

COE -Hybrid Training Model					
7 & 8 Semester Students (12 Weeks / 3 Months)	E-Learning thru Light board Videos	Check Point review to assess the completion of e-learning & by College Faculty	VILT (Re- enforcement of Learning & Doubt clarification) by Movate Master trainer	Hands- on Labs	Total (hrs)
Technology & Soft Skills Training Break up in hrs.	36	12	24	48	120
Time to be spent per week in hrs.	3	1	2	4	10
Time spent in %	30%	10%	20%	40%	100%

Overall Program Duration & Per Week Student Engagement Hours. – INCS

Employability Programs	Training Duration in hrs *	Delivery Model
Movate Certified Cloud and Infrastructure Support Professional	120 hrs.	eLearning + VILT + Lab

COE -Hybrid Training Model					
7 & 8 Semester Students (12 Weeks / 3 Months)	E-Learning thru Light board Videos	Check Point review to assess the completion of e-learning & by College Faculty	VILT (Re- enforcement of Learning & Doubt clarification) by Movate Master trainer	Hands- on Labs	Total (hrs)
Technology & Soft Skills Training Break up in hrs	36	12	24	48	120
Time to be spent per week in hrs	3	1	2	4	10
Time spent in %	30%	10%	20%	40%	100%



<u>Overall Program Duration & Per Week Student Engagement Hours. – Consumer Tech Support</u>

Employability Programs	Training Duration in hrs *	Delivery Model
Movate Consumer Tech Support Professional	120 hrs.	eLearning + VILT + Lab

COE -Hybrid Training Model					
7 & 8 Semester Students (12 Weeks / 3 Months)	E-Learning thru Light board Videos	Check Point review to assess the completion of e-learning & by College Faculty	VILT (Re- enforcement of Learning & Doubt clarification) by Movate Master trainer	Hands- on Labs	Total (hrs)
Technology & Soft Skills Training Break up in hrs	36	12	24	48	120
Time to be spent per week in hrs	3	1	2	4	10
Time spent in %	30%	10%	20%	40%	100%

Annexure – 4 – Center of Excellence opted by college

Employability Programs	Training Duration in hrs. *	Delivery Model
Movate Technologies Certified Cyber Security Professional (TAC Essentials)	120	eLearning + VILT + Lab
2.Movate Technologies Certified Network Security Professional (TAC Essentials)	120	eLearning + VILT + Lab
Movate Technologies Certified Could and Infrastructure Support Professional	120	eLearning + VILT + Lab
4. Movate Technologies Consumer Tech Support Professional	120	eLearning + VILT + Lab



Terms and Conditions for Employment with Movate post completion of training thru CoE

- 1. >=90% attendance
- 2. Passing all training assessments with >80% threshold (upto 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. 90% Lab Utilization
- 4. 90% E-Learning Completion
- 5. 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 persist.

Roles and Responsibilities:

	Movate	College / University	Faculty		
•	Student Orientation & Student Selection	Sourcing studentsTraining & Classroom	Attend TTT program and obtain certification		
•	Selection Conditional Offer Roll out Student Induction & Expectation Setting about the program Program Curriculum 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. Coaching and Feedback to Students and Program Faculty Certification Offer Roll out for successful students	infrastructure for smooth conduct of training Jointly Identify and nominate faculty for Train the Trainer with Movate Provide Lab Access and connectivity to Students as mentioned in Annexure Ensure Smooth conduct of Programs through CoE	 Anchor CoE Programs in college Ensure timely completion of assignments, E-Learning modules, and completion of Lab exercises by students Monitor and Report Student Attendance Support in rolling out assessments to students Management Reporting on Course Progress on a fortnightly basis Provide weekly Feedback to Students 		
•	Onboarding successful students into Movate				