

birlasoft



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") following the ACE (Academic Collaboration for Excellence) Program of Birlasoft Limited, is made on this __20__ day of __July__ 2020 by and between

Birlasoft Limited, hereinafter referred to as "Birlasoft", having its Registered office at Plot No. 35 & 36, Rajiv Gandhi Infotech Park, Phase 1, MIDC, Hinjewadi, Pune 411057

AND

Sinhgad Institutes located at Pune, Maharashtra, India hereinafter referred to as "**Sinhgad Institutes**".

1. **Introduction**

About Birlasoft
Enterprise to the Power of Digital™

Birlasoft combines the power of domain, enterprise and digital technologies to reimagine business processes for customers and their ecosystem. Its consultative and design thinking approach makes societies more productive by helping customers run businesses. As part of the multibillion-dollar diversified The CK Birla Group, Birlasoft with its 10,000+ professionals, is committed to continuing our 158-year heritage of building sustainable communities.

For more information, visit www.birlasoft.com.

WHEREAS,

"Sinhgad Institutes" – Sinhgad Institutes is approved/recognized by UGC and various National Regulatory Bodies like AICTE, DTE, University of Pune and Solapur. All of our colleges has been awarded the prestigious grade by the National Assessment and Accreditation Council (NAAC).

Wherein the parties have decided to enter a strategic alliance on terms mutually beneficial to them as provided in this MoU for the benefit of the College students.

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(Formerly KPIT Technologies Limited)

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2. Objectives of MoU

The main objective of this MoU is to brand Birlasoft as an Employer of Choice amongst students of the Sinhgad Institutes and to initiate ACE program, (Academic Collaboration for Excellence), to provide a collaboration platform to build a strong and on-going relationship between Birlasoft and “Sinhgad Institutes” thereby bridging the Academia and Industry skills gap.

- The primary goals of ACE Program are –
 - Effective Campus Collaboration Program which would help in early engagement with the colleges and faculty
 - Aligning academics with business needs thereby ensuring expected skills at the time of on-boarding
 - To get a better placement slot from the campuses (Day 1 or Day 2) for hiring good quality of students from the batch.
 - Promote activities like Hackathons, Interaction sessions with SMEs and Business Leaders to brand Birlasoft and help in overall development of the students
 - Provide exposure to students & faculty members on emerging technologies
 - Offering courses of mutual to organization’s interest to the students and issuing the students certificates jointly, upon successful completion of the course.
 - Exploring and carrying out any other academic activity with mutual consent.

3. Coordination

- 3.1 Under ACE Program, Birlasoft and “Sinhgad Institutes” shall establish a joint working group for coordination.
- 3.2 Both parties shall ensure that the joint working group comprises of appropriate personnel to discuss and implement the activities mentioned in this MoU.
 - 3.2.1 From “Sinhgad Institutes” SPOCs for ACE Program would be the HODs from various departments and Head of Training and Placement division.
 - 3.2.2 From Birlasoft SPOC for ACE Program would be from L&D and TA team and Business sponsors from specific practices.
- 3.3 Both parties (Birlasoft and “Sinhgad Institutes”) shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

4. ACE Program Details

The joint working group shall implement, administer and execute the following measures as under –

- 4.1 Academic curriculum planning
 - 4.1.1 Birlasoft shall participate in enriching the existing 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) or Birlasoft Business Sponsors can be a member on Board of Studies (BoS).

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- 4.1.2 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
- 4.2.1 As per the ACE program, Birlasoft is to provide its speakers as per availability to participate and deliver Technical and Power skills presentations, webinars and talks on topics as shall be, jointly, decided by “Sinhgad Institutes” and Birlasoft.
- 4.2.2 Such lectures shall either be a part of the curriculum or a value-added knowledge for the students.
- 4.3 Faculty Development Program
- 4.3.1 Birlasoft would conduct Faculty Development Program for the faculties of “Sinhgad Institutes” to conduct a methodology based training which would supplement and enhance existing pedagogy to make it more industry relevant, the trainings to be conducted would be mutually agreed between Birlasoft and “Sinhgad Institutes” .
- 4.3.2 Birlasoft and “Sinhgad Institutes” would mutually identify faculties based on the below selection criteria:
- 4.3.2.1 Technical faculty should have min 4 years of technical teaching experience in streams Computers/IT/E&TC.
- 4.3.2.2 Power Skills faculty should have excellent command on English and preferably should have taken soft skills or power skills sessions earlier.
- 4.3.2.3 Faculty should be a permanent employee of the college and should be minimum Asst. Professor grade or above.
- 4.3.2.4 Specialization/Certification of faculties in relevant field would be an added advantage.
- 4.3.3 The college faculties which are mutually identified by Birlasoft and “Sinhgad Institutes” would be conducting trainings in 2 phases: -
- 4.3.3.1 Phase1: Before we offer the candidates following training would be conducted by faculties: -
- 4.3.3.1.1 Methodology based training which would focus more on hands-on and problem-solving skills, as agreed by Birlasoft and “Sinhgad Institutes” for interested 3rd year and final year candidates.
- 4.3.3.2 Phase2: Post we offer the candidates but before they pass-out from college following training would be conducted by faculties: -
- 4.3.3.2.1 Business Unit specific training identified and agreed by Birlasoft and “Sinhgad Institutes” for Offered final year candidates.
- 4.3.3.2.2 Business Unit specific Electives identified and agreed by Birlasoft and “Sinhgad Institutes” for Offered final year candidates.
- 4.3.3.2.3 Timely feedbacks would be taken from the students and based on students’ feedbacks and their assessment performance Birlasoft would have the rights to propose change of faculty for any training.
- 4.4 Placement support to “Sinhgad Institutes”
- 4.4.1 This initiative aims at identification of the right young people who will join Birlasoft and their quest for being practice leaders in the niche areas we are focused on.
- 4.4.2 Hence, Birlasoft shall recruit competent and potential students of final year UG programs depending on it’s annual need and growth plan.

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- 4.4.3 Recruitment of competent students shall be governed by the selection process as per Birlasoft policy.
- 4.4.4 Birlasoft is under no compulsion to guarantee Placements to the students of "Sinhgad Institutes".
- 4.5 Training Program for candidates before they pass-out from College
- 4.5.1 Birlasoft and "Sinhgad Institutes" would conduct Training program for Offered final year candidates of the college before they pass-out.
- 4.5.2 In this training program following would be covered: -
- Technical training delivered by College faculties
 - Power skills training delivered by College faculties with support from Birlasoft Power Skills team
 - Periodic SME Connects (Technical/Power Skills) by Birlasoft
 - Periodic Assignments (Technical/Power Skills) by Birlasoft
 - Periodic Assessments (Technical/Power Skills) by Birlasoft
- 4.5.3 Offered Candidates who would undergo this training need to complete the assignments as per the timelines given.
- 4.5.4 Offered Candidates who would undergo this training need to clear the assessments as per the criteria defined by "Sinhgad Institutes".

5. Summary of Responsibilities

5.1 College Responsibilities

- 5.1.1 To ensure maximum participation by students in Birlasoft activities and help in branding Birlasoft as Employer of choice among students.
- 5.1.2 To ensure minimum attendance of students as per the College attendance policy in all engagement activities defined by Birlasoft.
- 5.1.3 To share timely reports for the activities which are being conducted as a part of this initiative.
- 5.1.4 These reports should be shared with the Coordination committee of Birlasoft and "Sinhgad Institutes"
- 5.1.5 To include any enhanced contents defined by Birlasoft to either be a part of College Academic Curriculum or be a part of Value-Added Program for the candidates.
- 5.1.6 To identify relevant college faculties who would undergo Faculty Development Program which would be conducted by Birlasoft.
- 5.1.7 To ensure the identified and trained college faculties successfully deliver the required defined content by Birlasoft to the students.
- 5.1.8 To ensure training quality is adhered and monitored, and in case there is a deviation necessary actions to be taken.
- 5.1.9 To ensure defined Electives by Birlasoft are made mandatory for Birlasoft Offered candidates.

5.2 Birlasoft Responsibilities

- 5.2.1 To ensure participation in Academic Curriculum planning or support in enhancing the existing curriculum with the college.

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- 5.2.2 To deliver technical presentations, webinars and talks which could be a part of the curriculum or as a value add to the students.
 - 5.2.3 To conduct Faculty Development Program for the college faculties
 - 5.2.4 To offer Electives to the students who have been offered by Birlasoft
 - 5.2.5 To provide placement support to college students.
 - 5.2.6 For Birlasoft offered candidates, monitor and track progress of their pre-onboarding training, conduct assignments and assessments during this training.
- 6. Yearly review of this program to be conducted by Birlasoft and "Sinhgad Institutes"**
- 6.1 This review would comprise of a reviewing committee defined by Birlasoft which would include L&D Head, TA Head and Business Sponsors and "Sinhgad Institutes" which would include Principal or Dean of the College, HODs of various departments and Training and Placement Head of the college.
 - 6.1.1 During this review which would be conducted inside the College campus, it is expected that College would present their perspective about the overall ACE Program in terms of effectiveness of the program from students and faculty point of view, feedback of the program from students and faculty point of view and whether the expected outcome was met in the end.
 - 6.1.2 Also, during this review Birlasoft would present their perspective about the Overall ACE Program in terms of effectiveness of the activities done inside the college, feedback of students and faculties for the activities conducted by Birlasoft, and quality of hires done from the college.
 - 6.2 This committee would review the clauses stated in this MOU and in case there is a breach anywhere then the committee would have rights to take the final decision whether to continue or discontinue the MoU.
- 7. Selection process**
- 7.1 The entire recruitment procedure shall be decided by the Birlasoft Talent Acquisition Team which shall decide the procedure of campus recruitment including but not limited to selection criteria, selection process and elimination rounds.
- 8. Confidentiality**
- 8.1 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".
 - 8.2 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 the Confidential Information was provided to the Recipient.
 - 8.3 Upon request by the Discloser, Recipient shall immediately return the Confidential Information of the Discloser.
 - 8.4 "Confidential Information" shall mean and include Birlasoft 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 Birlasoft' s clients and vendors and all other information, whether as a whole or any part thereof, that a reasonable person would deem confidential.

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- 8.5 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.
- 8.6 The obligation to maintain confidentiality shall survive this Agreement for a period of two (2) years from the date of disclosure.
- 8.7 "Sinhgad Institutes" shall cooperate with Birlasoft in getting Non-Disclosure Agreements signed by the students if such request is made by Birlasoft.

9. **Miscellaneous**

- 9.1 This MoU under the ACE Program initiative of Birlasoft, shall be valid for a period of 24 months from the date of signing by "Sinhgad Institutes" & Birlasoft. This MoU shall be renewed for further term with mutual consent. Either party may decide to update or terminate this MoU by giving 30 days prior written notice to the other.
- 9.2 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.
- 9.3 Save in respect of Clause 8, Confidentiality, Birlasoft shall not have any liability or legal binding to "Sinhgad Institutes" by virtue of executing this MoU.

10. **Limitation of liability**

- 10.1 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.

11. **Force Majeure**

- 11.1 Neither party to this MoU shall be liable for any failure or delay on its part in performing any of its obligations under this MoU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.2 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MoU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MoU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

12. **Governing law and Jurisdiction:**

- 12.1 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.

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Agreed to:

For Birlasoft Limited

For "Sinhgad Institutes"

Sign: Sangram Kadam

Sign: Jayprakash Pitambare

Signing Authority: Sangram Kadam

Signing Authority: Jayprakash Pitambare

Signing Authority Designation: **VP & Head**

Signing Authority Designation: **Dean Engg Placement**

DocuSigned by:
Sign: Tushar Phadnis
6C5AE5274FF4B0...

Signing Authority: Tushar Phadnis

Signing Authority Designation: **Global Practice Director**

Date:

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