



KPIT

Memorandum of Understanding

Programme for Academic Collaboration & Engagement (KPIT PACE)

between

KPIT Technologies Ltd.

and

JSPM's Rajarshi Shahu College of Engineering,

Tathawade, Pune 33

Date: 8th, September 2021



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) about the Program for Academic Collaboration & Engagement (KPIT PACE) initiative of KPIT, made and entered on this **Twelfth** day of the month of August of the year 2021.

BETWEEN

KPIT Technologies Limited, hereinafter referred to as “**KPIT**”, having its Registered office at Plot Number-17, Rajiv Gandhi Infotech Park, MIDC-SEZ, Phase-III, Hinjawadi, Pune – 411057

AND

JSPM’s Rajarshi Shahu College of Engineering, Tathawade, Pune hereinafter referred to as “**the Institute**”, located at Mumbai Bangalore Bypass Highway, Tathawade, Pune 411033.

WHEREAS, **the Institute** is one of the leading engineering colleges in Pune, established in 2001, nurtured and managed by Jayawant Shikshan Prasarak Mandal, Pune. **The Institute** is functioning proactively to provide the best professional environment to engineering and management students in terms of academics, industry oriented trainings, sports, co-curricular & extracurricular activities, cultural activities and various competitions to create true aesthetically sensitive, socially committed and technologically competent engineers and management professionals. It **offers courses in B.Tech. (Civil, Computer Science, Information Technology, Electronics and Telecommunication, Electrical, Mechanical Engineering), M.Tech. (Structural Engineering, Computer Engineering, VLSI and Embedded System, Design Engineering), Ph.D.(Civil, Electronics and Telecommunication, Mechanical Engineering) and MCA as well as MBA.**

AND WHEREAS KPIT is a global technology company with software solutions that will help mobility to leapfrog towards an autonomous, clean, smart, and connected future. With around 7,000+ Automobelievers across the globe, specializing in embedded software, Artificial Intelligence (AI) & Digital solutions, KPIT enables its customers to accelerate implementation of next generation mobility technologies.

AND WHEREAS, the two parties, KPIT and **the Institute** have decided to enter into a strategic collaboration on terms which are mutually beneficial to them. AND WHEREAS both **the Institute** and KPIT desire to spell out the terms and conditions in respect of this collaboration and to enter into a Memorandum of Understanding (“MoU”) for that purpose.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER

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Sec. 1. Relevance and Objectives of KPIT PACE: The proposed KPIT PACE is a successor to the existing KPIT PACE between KPIT and various Engineering colleges. A detailed presentation regarding the proposed KPIT PACE was made by KPIT to prospective partner-colleges on 12th Jun and 19th Jun 2021. This Section explains the relevance of KPIT PACE and then highlights the objectives of cooperation under the new proposed KPIT PACE. For the purpose of this MOU, the term “student” will categorically mean “under-graduate students pursuing BE / B Tech in any of the offered Engineering streams by **the Institute**, unless otherwise indicated in the relevant clause. Collectively, KPIT and **the Institute** shall be referred as BOTH PARTIES.

1.1 Relevance of KPIT PACE: The relevance of industry-academia collaboration envisaged under KPIT PACE can be gauged from the following:

- (a) Present status of automotive software. Software is a major component in automotive systems. As an example, a modern-day car has nearly 150M lines of code, compared to a Boeing 747 with 30M lines of code.
- (b) Expectations from the present workforce. To meet the zero-defect and timely delivery of the complex projects in the automotive domain, it is imperative that employees possess strong engineering fundamentals. To achieve this, it is imperative that there is greater focus on building vocational and technical skills through engaging learning activities and an early exposure to real world projects as part of academic courses.
- (c) Hiring model. The hiring model has to focus equally on skill-evaluation and assessment of knowledge of the potential candidates. Seeing the present trends, there is a requirement to give increasing weightage to open-source software development. Additionally, there should be emphasis on assessing the learnability of the candidates, since technology and tools are ever-evolving.

1.2 Objectives of Cooperation under the new proposed KPIT PACE: The main objective of this MoU is to formally initiate the new Program for Academic Collaboration & Engagement. This initiative will provide a better platform to build a strong and on-going relationship between KPIT and **the Institute**. The primary goals of KPIT PACE are:

- (a) To develop and foster strategic linkages between **the Institute** and the Campus Hiring Team and the technical verticals (Practices) at KPIT; and to execute relevant identified activities to meet the needs and expectations of both the parties.

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(b) To offer training-modules / courses of mutual interest to students and jointly issue certificates to them, upon successful completion of the course(s). Competency is a combination of knowledge and skill. Hence, there is greater focus on skill-building over an extended duration through monthly challenges / hackathons, compared to the earlier KPIT PACE engagement.

(c) To collaboratively engage in placement activities, whereby KPIT shall provisionally recruit competent students of final year of BE / B Tech programmes of **the Institute**, depending on the annual need and growth plan of KPIT.

(d) To identify the areas of research and development in Engineering of mutual interest and work on the identified proposals jointly on agreed terms. KPIT will strive for greater engagement of its Engineers and Experts for the benefit of the students and faculty members.

(e) To bridge the gap between academia and industry and contribute to the education eco-system within the colleges and at KPIT. KPIT PACE has a greater focus on the teaching community and faculty to create collaborative mechanisms. KPIT will make all attempts to provide exposure to faculty members in emerging technologies; and offer advice for achieving educational objectives and outcomes of the UG programmes. It is also envisaged to take assistance of the faculty members, not only in R&D projects; but also, in the internal training programmes (modules) of KPIT for its employees.

(f) To strive for increased cooperation in the recruitment of other categories of students, other than BE / BTech. KPIT shall reach out to **the Institute**, for suitable engagements for internships as well as hiring for the other category of students, viz. BCS, MCS, BSc/MSc (honours in either one of Comp Sc, Maths, Electronics or Physics), Diploma (Circuit and non-circuit branches), ME and MTech ... based on the business needs of KPIT. Colleges are requested to share the availability of students, recruitment details and statistics (mean, median, min and max) about the salaries offered by the various companies to the present and past batches. Care shall be taken by KPIT regarding the confidentiality of all data shared by the colleges.

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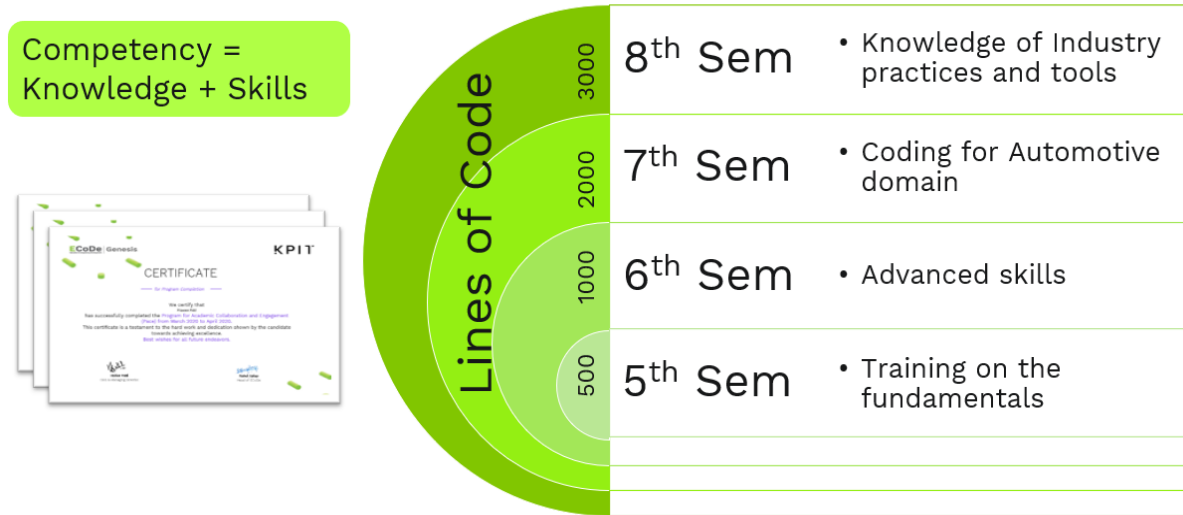
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Sec. 2. Proposed KPIT PACE: The focus of KPIT PACE, the main features, overview of the two-year journey from the 5th semester, and the four stages of the proposed KPIT PACE are outlined in this Section and in Figure 1.



It's all about building skills and not just enhancing knowledge

Note: The Lines of Code are representative and not exact expectations mapped against each semester of engagement.

Figure 1: Greater focus on continuous engagement, skill-building and skill-assessment

Focus of KPIT PACE - Continuous engagement, skill-building and skill-assessment: We notice in Figure 1, that it is proposed to engage with the students from their fifth semester. By way of frequent contests and hackathons, it is envisaged that the students would have written approximately 3,000 lines of code (representative numbers, based on industry experience) in one of the three identified tracks.

This is with the aim of skill-building of the students over an extended duration. The three tracks are:

- Object Oriented Programming (OOP) with C++
- Embedded Systems & C Programming
- Model Based Design with MATLAB® / Simulink®

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2.1 Main features of KPIT PACE: Figure 2 gives an overview of the main features of KPIT PACE:

- Continuous and sustained focus on the three skill-tracks mentioned in the foregoing.
- Frequent connects with industry experts.
- Monthly challenges and frequent Hackathons.
- In the 8th semester, students have an opportunity to participate in KPIT's ab-initio training program for its freshers – Genesis. This gives an opportunity to top-performers for participating in live-projects, immediately upon joining KPIT.
- Opportunity for internships in the 8th semester.
- Campus recruitment at the beginning of the 7th semester.
- Conduct of the Automotive Software Engineering Course (ASEC) over two semesters. This would be part of the future scope of KPIT PACE.

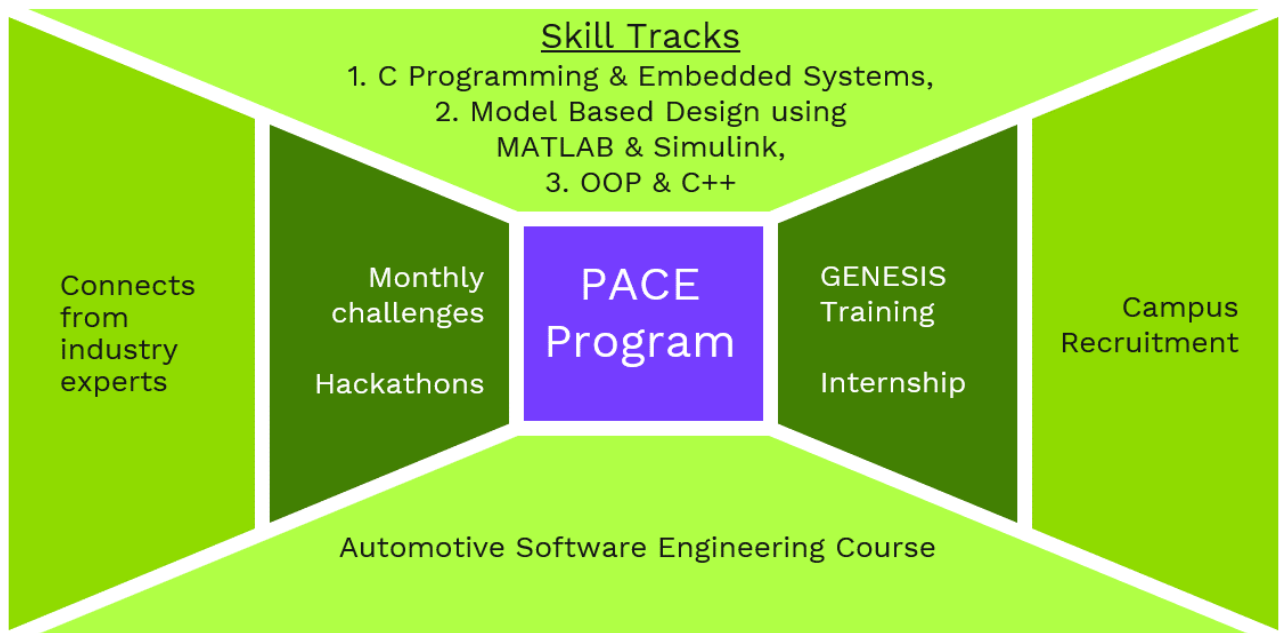


Figure 2: Main features of the proposed KPIT PACE

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2.2 Two-year journey from the 5th semester: Figure 3 shows an overview of the two-year journey, further broken down into four cardinal stages. We see, that there is substantial focus on skill-building via gamification and frequent contests.

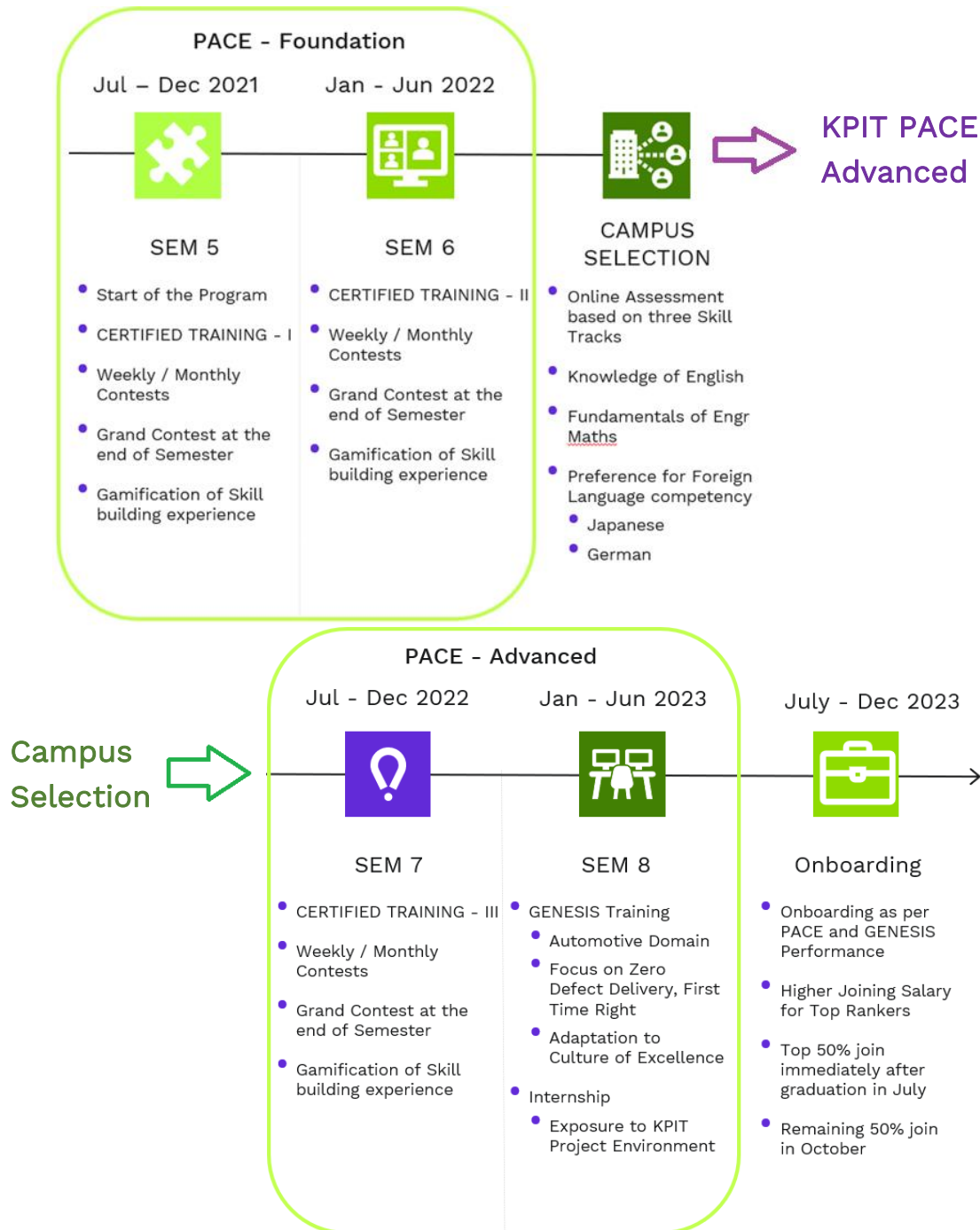


Figure 3: Two-year journey of the proposed KPIT PACE

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(a) **Stage 1 - KPIT PACE Foundation:** This would span the 5th and 6th semesters for students from all branches of Engineering. KPIT understands that there might be students from branches other than CS / IT, Mechatronics, Electrical Engr, Mechanical Engr or Circuit branches who may have a passion for mobility-related technologies. They are most welcome to be a part of the KPIT PACE Foundation programme. Colleges can carve their own selection strategy to enrol students for this stage. We all understand that good calibre students selected at this stage add to the long-term success of the program at the respective colleges; and colleges are best suited to carry out this selection exercise. KPIT suggests that this selection stage can be aligned with the Campus Selection stage, explained in the succeeding paragraphs.

(b) **Stage 2 - Campus Selection:** On completion of KPIT PACE Foundation, there would be a Campus Selection stage. The students would be assessed on the following:

- Assessment for the three skill tracks –
 - Object Oriented Programming (OOP) with C++
 - Embedded Systems & C Programming
 - Model-Based Design (MBD) with MATLAB® / Simulink®
- Fundamentals of Engineering Maths – conceptual understanding of mathematical concepts and ability to model mathematically, rather than rote learning or mere solving of problems.
- Knowledge of written and spoken English (equivalent to IELTS 7). KPIT expects the colleges to build this competency early in the academic journey of the students. This will help the students to meet the professional competency expectations during the Selection Process. KPIT, if required, will help the college in defining the required standard.
- Preference would be given to students who possess Foreign Language competency in Japanese (typically N4 / N3 level) and German (typically A2 / B1 level). Colleges are requested to encourage the students in this endeavor. KPIT will identify the top-performers in these languages and offer them part-scholarships during the KPIT PACE Advanced for acquiring higher language competency levels.
- Preference would be given to students who have participated and completed the KPIT PACE-Foundation programme. Hence, it is

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reiterated that good calibre students are selected by the colleges for entry to Stage-1.

(c) **Stage 3 – KPIT PACE Advanced:** Upon selection through the Campus Selection stage, the student is eligible for the KPIT PACE-Advanced stage. This would span the 7th and 8th semesters for students from branches of Engineering, which are suitable for KPIT - typically CS / IT, Mechatronics, Electrical Engr, Mechanical Engr or Circuit branches. Further details are indicated in the figure. Please note the following activities in the 8th semester:

- Opportunity for students (in 8th semester) to directly participate in the ab-initio training programme of KPIT for its Graduate Trainee Engineers (GTEs) – the GENESIS Training Program. This unique opportunity would be offered to the high-performing students in the Campus Selection stage, making sure that it does not hamper their academic activities.
- Exposure to the automotive domain.
- Focus on Zero Defect Delivery, First Time Right
- Adaptation to KPIT’s Culture of Excellence
- Internship, wherein the students would be exposed to the KPIT Project Environment.

(d) **Stage 4 – Onboarding at KPIT:** The onboarding of the successful candidates would be spread over July to Dec after completion of their BE academic requirements. Further details are as follows:

- Onboarding as per performance in KPIT PACE and GENESIS.
- Preference shall be given to the top performers for their onboarding. The actual onboarding schedule shall be governed by the actual business need during that period.
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Sec. 3. Benefits of KPIT PACE for various Stake-holders: The students, the participating institute (faculty), and the industry-partner are the main stake-holders in any industry-academia collaboration. This Section attempts to elaborate the benefits envisaged for the various stake-holders.

3.1 Benefits for the students: It is evident that the continuous engagement and focus on skill-building offers an excellent opportunity to the students to learn and grow whilst they are still in college. The additional benefits can be summarized as follows:

- Students become industry-ready right out of college.
- Summer internships are offered for top performers after KPIT PACE Foundation.

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- A badge of honor is awarded, leading to a more attractive resume.
- After joining KPIT, there is an opportunity for higher education with reputed universities across the globe. This initiative ensures that KPIT employees pursue their higher education whilst simultaneously building their professional career with KPIT.

3.2 Benefits for the participating institute and their faculty: KPIT PACE gives an opportunity for **the Institute** to engage with a company which is committed to various aspects of mobility – a niche and emerging area with a very high impact. The benefits can be summarized as follows:

- The students at **the Institute** are industry-ready right out of college.
- It is possible to include the modules of the KPIT PACE program as part of the academic credits of the student, especially for autonomous colleges.
- KPIT is one of the few Indian companies totally focused on mobility.
- Understand the ‘Whys’ from the industry experts.
- Opportunity for joint publications along with industry.

3.3 Benefits for KPIT: KPIT PACE aims to bridge the gap between industry and academia by imparting industry-relevant skills in engineering education from the 5th semester onwards. This has the following benefits:

- Helps KPIT to build an early connection with the young minds.
- KPIT gets an industry-ready work-force right out of the colleges.
- Opportunity for joint publications along with academia.
- First preference to KPIT over other companies during the recruitment drives.

Sec. 4. Governance for KPIT PACE: Under KPIT PACE, KPIT and **the Institute** shall establish a Joint Working Group (JWG) for coordination. Both parties shall ensure that the JWG comprises of appropriate personnel to discuss and implement the activities mentioned in this MoU.

4.1 From the Institute: The overall leadership of the KPIT PACE program would be with **Pro. S. P. Raoborde** However, the JWG would comprise of:<only the designations of the members should be given>

- SPOC from the Institution, **Mr. Ashish V. Jawake**
- Heads of the Department(s)
Prof. S. P. Raoborde, Dean, Student Progression & Industry Relations
- **Industry-Institute Coordinator- Ms. Radhika Modi**

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4.2 From KPIT: The overall leadership of the KPIT PACE program would be with the Head of the Education and Competency Development (ECoDe) team of KPIT. However, the JWG would comprise of:

- SPOC from KPIT, typically the Head of the Freshers' Hiring and Training Team.
- Head of the Program Management Team (PMT).
- Designated Expert(s) from the Engineering Academy Team at KPIT.

4.3 Periodicity of Review of Progress: It is proposed to have following stages of review:

- Formal review at the end of the KPIT PACE Foundation Program, individually with all the participating colleges.
- Formal review at the end of the KPIT PACE Advanced Program, individually with all the participating colleges.
- Joint knowledge-sharing session with all the KPIT PACE partner colleges, once in six months.

Sec. 5. Mechanisms for Cooperation: The JWG shall implement, administer and execute the following measures:

- Sustained engagement of students for skill-building on the three skill-tracks of KPIT PACE.
- Academic Curriculum Planning
- Participation in Knowledge Sharing
- Selection of students from **the Institute** at the end of KPIT PACE Foundation (before 7th semester).
- Internship to top-performing students in their 8th semester, as part of KPIT PACE Advanced.
- Participation in Technical Events and Competitions organized by KPIT, such as KPIT Sparkle.
- Hardware and software infrastructure to be provided by **the Institute**.
- Skill-building and Training Mechanism.
- Marketing and Branding.
- Language Proficiency in spoken and written English (steered by the colleges).
- Language Proficiency in foreign languages – German and Japanese (steered by the colleges).

5.1 Sustained engagement of students for skill-building on the three skill-tracks of KPIT PACE: KPIT has planned a sustained engagement by way of continuous skill-building and gamification (contests). Colleges are requested to ensure sustained

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engagement of the students; and prevent malpractices during the contests. It is reiterated that performance in the contests shall not determine the selection at the Campus Selection stage. Participation and gamification during the KPIT PACE Foundation is primarily for skill-building and generating interest.

5.2 Academic Curriculum Planning: KPIT shall aid in the academic curriculum by providing the field inputs, technology driven changes to the Board of Studies (BoS) at the departmental level or to the Departmental Academic Committee (DAC) of the institution.

5.3 Participation in Knowledge Sharing: KPIT shall strive to provide its speakers to deliver technical presentations and talks on industry-relevant topics, jointly decided by **the Institute** and KPIT. Such lectures shall either be a part of the curriculum or as knowledge-sessions for the students.

5.4 Selection of students from the Institute: KPIT PACE aims at identification of competent youth who will join KPIT in its quest for being the leader in its chosen field. Hence, KPIT shall recruit competent and potential students of final year of UG programmes depending on the annual need and growth plan of KPIT. This activity shall be governed by the selection process steered jointly, by the Placement Cell of **the Institute** and KPIT. KPIT is under no compulsion to guarantee placements to the students at **the Institute**. Once a student is given a firm Offer Letter by KPIT (after the Campus Recruitment stage in the 7th semester), he or she should be allowed to appear for the drive of any other company only if the offered salary by the other company is more than 1.5 times of the salary offered by KPIT. The entire recruitment procedure shall be decided by the KPIT Freshers' Recruitment Team which shall decide the procedure of campus recruitment including but not limited to selection criteria, selection process and elimination rounds. Deterrence for malpractices - onus on the colleges. There may be a requirement to conduct face-to-face examinations / interviews in the College Campus. Students from more than one college may attend the event at **the Institute**. Your college may then serve as a nodal-Centre. At these chosen nodal-centres, you are requested to provide:

- A suitable venue for the conduct of the assessment / interview.
- Gate Pass for the visiting students and faculty (Invigilators) from other colleges.
- Infrastructure required for these assessments would be separately intimated to these nodal-centres.

5.5 Internship to top-performing students in their 8th semester, as part of KPIT PACE Advanced: Depending upon the opportunities in the various projects, KPIT

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shall strive to place the top-performing students in internship programs spanning two / three months. KPIT shall identify, encourage and support the evolving technical competence in students by providing internships to these students. KPIT may deploy select interns on specific technical works at their development centers. The normal mode of engagement for these internships shall be virtual, where the students shall engage with KPIT experts from their home / college. 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 on the basis of their performance (at KPIT's discretion). Industry-Institute Coordinator of **the Institute** 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.

5.6 Participation in Technical Events and Competitions organized by KPIT: KPIT shall strive to involve the students in technical events. Such events include KPIT Sparkle, national / international conferences, workshops, finishing-schools, hackathons or symposia. The final decision shall be taken on a case-to-case basis after discussion between the two parties.

5.7 Hardware and software infrastructure to be provided by the Institute. The details are provided at Annexure A to this MOU.

5.8 Skill-building and Training Mechanism. The details are provided at Annexure B to this MOU.

5.9 Marketing and Branding by the Institute. **The Institute** shall promote all KPIT's initiatives to **the Institute's** ecosystem consisting of students, Talent Placement Officers (TPOs), faculty and alumni network. A few of the suggested mechanisms are:

- **The Institute** shall create awareness about the program under this partnership via virtual-events, social-media campaigns, emails and SMS / WhatsApp messages.
- **The Institute** shall allow use of the communication ecosystem of **the Institute** to spread the news / updates related to the various programs events.
- **The Institute** shall appoint SPOCs to conduct marketing and branding activities within **the Institute**.

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- **The Institute** shall take prior approval from KPIT team before using KPIT's logo and any other brand identity for promotion of **the Institute**. The partner Institute shall share and use of marketing under this section only such content that has been previously agreed upon or approved by KPIT team
- **The Institute** shall conduct promotional activities along with KPIT team to increase the participation in monthly contests and other initiatives under this program. The promotional material and message will be provided by KPIT team and can be circulated to **the Institute's** ecosystem based on mutual discussions. The partner Institute shall encourage students to participate in such contests. Data regarding the participation and performance of students would be shared with KPIT for analytics and further improvements. KPIT hereby undertakes that such data will be treated with utmost confidentiality.
- **The Institute** shall engage in a regular feedback mechanism to provide real time information about the success of program / initiatives.

Sec. 6. Effective Date of this MOU and Mechanism for Change-Management: This MoU shall be effective from the date it is signed by the parties hereto. This MOU can be amended once in twelve months. A prior notice of two months is to be given to the parties, to incorporate the changes.

Sec. 7. Confidentiality:

7.1 The term "Confidential Information" shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other manner to indicate its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as Confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.

7.2 For the term of this MoU, each party, shall treat as confidential all confidential information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other parties confidential information and

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shall not disclose such confidential information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MoU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by the other party under this MoU.

7.3 Confidential information shall not include information, which:

- (a) Was generally known and available at the time it was disclosed or becomes generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure.
- (b) Is disclosed with the prior written approval of the disclosure.
- (c) Was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not been exposed to the confidential information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.
- (d) Becomes known to the receiver, without restriction, from a source other than the discloser without breach of this MoU by the receiver and otherwise, not in violation of the discloser's rights.

7.4 Each party shall be entitled to disclose the other party's confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.

7.5 The parties shall, upon expiration of this MoU, promptly deliver to each other, all material in their possession or in the possession of their employees. The parties shall ensure destruction of such confidential information if the return of information to the Discloser is not possible / viable.

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7.6 The 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 the Confidential Information was provided to the Recipient.

7.7 Upon request by the Discloser, Recipient shall immediately return the Confidential Information of the Discloser.

7.8 **the Institute** shall cooperate with KPIT in getting Non-Disclosure Agreements signed by the students if such a request is made by KPIT.

Sec. 8. Validity of this MOU: This MOU under the KPIT PACE initiative of KPIT, shall be valid for a period of 24 months from the date of signing by **the Institute** & KPIT. This MOU shall be renewed for a further term with mutual consent. Either party may terminate this MOU by giving 30 days prior written notice to the other. Despite termination, the parties shall abide by usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

Sec. 9. Renewal of this MOU: This MOU will be renewed subject to **the Institute** meeting the various criteria set by KPIT from time to time.

Sec. 10. 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. 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. Save in respect of Clause 7 above, KPIT shall not have any liability or legal binding to **the Institute**, by virtue of executing this MoU.

Sec. 11. Relationship between the Parties: Nothing in this MoU is intended to create a partnership, joint venture or any other form of relationship between the Parties. Neither party makes any representations or warranties, whether express or implied. Neither party shall be liable to the other party for any indirect, consequential or any damages, whatsoever.

Sec. 12. Arbitration: Any dispute and/or difference or claim arising out of or pertaining to this Agreement shall first be resolved amicably by the parties through negotiations

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involving their senior management, failing which the same shall be submitted to arbitration. Such arbitration proceedings shall be conducted in English Language at Pune in accordance with Arbitration and Conciliation Act, 1996 and the rules made thereunder, as amended from time to time. The arbitration shall be conducted by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint an arbitrator and the two arbitrators appointed by the parties shall jointly appoint a third arbitrator. The award passed by such arbitral tribunal in pursuance of such arbitration proceedings shall be final and binding on both parties.

Sec. 13. 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.

Sec. 14. Notice: All notices, including notices of change of address, required to be sent under this Agreement shall be in writing and shall be deemed to have been given when sent through post and electronic mail to the addresses set forth in this Agreement for the Parties.

Sec. 15. Severability: In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain unimpaired and in full force. Further, the parties shall make attempts to replace the invalid or unenforceable provision with a valid or enforceable provision, that comes as close as legally possible, to reflect the intention of the parties behind the provision, that is held to be invalid or unenforceable.

Sec. 16. Waiver: The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. All waivers, to be valid, have to be in writing and signed by the authorized representative of the party granting the waiver.

Sec. 17. Force Majeure: Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, strikes or labor disputes, acts of war, terrorism, pandemics, epidemics, civil disturbances, governmental regulations, political situation/unrest, security threat perception or such similar cause beyond the control of such party. The obligation of the party whose performance is affected by such events or causes shall remain suspended during the period of those events or causes. However, if such events or causes continue for a period of more than thirty (30) days, the other party (the party other than the one whose performance is subject to such events or causes) may terminate the Agreement by giving seven days prior written notice to the other.

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Sec. 18. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the services mentioned herein and supersedes all previous agreements, promises, proposals, representations and understandings whether written or oral, between the parties respecting the subject matter hereof.

Sec. 19. Assignment: This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

Sec. 20. Authority: Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the Party whose name appears above their signature.

Sec. 21. Headings: Headings are inserted for the convenience of the Parties only and are not considered when interpreting this Agreement.

Sec. 22. Counterparts and Facsimile: The parties agree that this Agreement may be signed in counterparts which together shall constitute one instrument, and that signatures exchanged by facsimile are legal and binding.

Sec. 23. Indemnification: Each party to this MoU agrees to indemnify and hold the other party harmless from and against any and all losses, damages, costs or expenses (including lawyers' fees) arising in event of breach of any obligation by either party arising under this MoU or arising from any illegal, negligent, criminal act or omission, or misrepresentation. Notwithstanding anything contained in this MoU, no party shall be liable for any indirect, consequential, punitive, special or exemplary damages to the other party.

Sec. 24.

Agreed to:

For KPIT Technologies Ltd

For the Institute

Sign:

Sign:

Mr. Rahul Uplap

Head, Education and Competency Development (ECoDe),
Associate VP – Chief Technology Officer Orgn,
Member, Technology Leadership Team, KPIT

Dr. Rakesh K. Jain

Director, JSPM's Rajarshi Shahu College of Engineering, Tathawade, Pune-33

Date: 8th Sep 2021

Date: 8th Sep 2021

Sign: 	Sign:
For the Institute	For KPIT



ANNEXURE A

LIST OF HARDWARE AND SOFTWARE TO BE PROVIDED AT THE INSTITUTE

Hardware components	Software components
Desktop / Laptop Windows 7/10 PC, 4 GB RAM, i5 processor or equivalent	Evaluation version of Software IDE's relevant to microcontrollers platforms.
Open Hardware Platforms / Microcontroller boards	CodeBlock IDE, VS Code IDE

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<p>8/16-bit micro-controllers Arduino Uno, Microcontroller based trainer kits</p> <p>ARM based 32-bit microcontrollers - STM32 or equivalent</p>	<p>ESD softwares to simulate and test microcontroller hardware.</p> <p>Proteus Design Suite</p>
<p>Sensors / Actuators</p> <p>Analog sensors – LM35 or equivalent.</p> <p>Digital Sensors – DS18B20, MPU6050 or equivalent</p>	
<p>Basic Soldering station and related tools</p>	<p>MathWorks Campus-wide License for easy access to MATLAB and Simulink</p>
<p>Basic Electronic components</p> <p>Registers, capacitors, Breadboard, Single strand wires, Potentiometers, PCB, LEDs, RGB LEDs and other lumped components.</p>	<p>Other Tools: Cygwin Terminal, WSL gcc/g++, Valgrind, Cppcheck, CXXTest, Ceedling, Ruby, Mingw, uVision Keil</p>
<p>Others</p> <p>Micro USB cables, JTAG cables for Programming, CRO's, Spectrum Analyzers, Signal Generators and other equipment</p>	

<p><u>Sign:</u></p>  <p>For the Institute</p>	<p><u>Sign:</u></p>  <p>For KPIT</p>
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ANNEXURE B TRACK-WISE SKILL-BUILDING AND TRAINING MECHANISM

- Object Oriented Programming (OOP) with C++

<u>Legend</u>	<u>Foundation Stage</u>	<u>Advanced Stage</u>
Training Mechanism	Webinar on Microsoft Teams (live event)	Webinar on Microsoft Teams (live event)
Total of Sessions	Approx. 12 hrs.	Approx. 25 hrs.
Monthly Contests and Gamification for Skill Building	<ul style="list-style-type: none"> • Prep-up round online MCQ (30 to 60 minutes) • Coding challenges in C++ (10 hrs.) • Hackathon / Makeathon (200 - 260 hrs. over one year) 	<ul style="list-style-type: none"> • Coding challenges in OOP with CPP (15 hrs.) • Internship Project at College Premises on OOP with C++ based Application Design
Certification Details	One Certificate of Achievement in OOP with C++ Skill	One Certificate of Training in OOP with C++ Skill
Total Engagement Time	Approx. 25 hrs. + Hackathon / Makeathon	Approx. 40 hrs + Internship Project

- Embedded Systems & C Programming

<u>Legend</u>	<u>Foundation Stage</u>	<u>Advanced Stage</u>
Training Mechanism	Webinar on Microsoft Teams (live event)	Webinar on Microsoft Teams (live event)
Total Sessions	Approx. 12 hrs.	Approx. 25 hrs.
Monthly Contests and Gamification for Skill Building	<ul style="list-style-type: none"> • Prep-up round online MCQ (30 to 60 minutes) • Coding challenges in C (10 hrs.) • Hackathon / Makeathon (200 - 260 hrs. over one year) 	<ul style="list-style-type: none"> • Coding challenges in C (5 hrs.) • Coding challenges in Embedded C (10 hrs.) • Internship Project at College Premises on Embedded Systems Design
Certification Details	One Certificate of Achievement in Embedded Systems and C Programming Skill	One Certificate of Training in Embedded Systems Design
Total Engagement Time	Approx. 25 hrs. + Hackathon / Makeathon	Approx. 40 hrs + Internship Project

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- Model Based Design with Matlab / Simulink

<u>Legend</u>	<u>Foundation Stage</u>	<u>Advanced Stage</u>
Training Mechanism	Webinar on Microsoft Teams (live event)	Webinar on Microsoft Teams (live event)
Total Sessions	Approx. 12 hrs.	Approx. 25 hrs.
Monthly Contests and Gamification for Skill Building	<ul style="list-style-type: none"> • Prep-up round online MCQ (30 to 60 minutes) • Coding challenges in MATLAB / Simulink (10 hrs.) • Hackathon / Makeathon (200 - 260 hrs. over one year) 	<ul style="list-style-type: none"> • Coding challenges in MATLAB (3 hrs.) • Modeling challenges in Simulink (12 hrs.) • Internship Project at College Premises on Model-Based Design
Certification Details	One Certificate of Achievement in Model-Based Design Skill	One Certificate of Training in Model-Based Design
Total Engagement Time	Approx. 25 hrs. + Hackathon / Makeathon	Approx. 40 hrs + Internship Project

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