Annexure - III

MEMORANDUM OF UNDERSTANDING EPAM Center of Excellence - 2022

This Memorandum of Understanding (the 'MOU") is entered into by and between Aditya Engineering College(A), Aditya nagar, A.D.B Road Surampalem East Godavari District Andhra Pradesh 533440, herein after referred as "Academic Institute" and EPAM Systems India Private Limited, Salarpuria Sattva Knowledge City 10th, 11th, 12th Floors, Unit 2&3, plot No. 2, phase 1, Survey No. 83/1, Raidurg Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad, referred as "EPAM", for the purpose of setting forth their understanding as to the terms under which they would contemplate pursuing a mutual relationship for jointly carrying out the specific business activities described herein. Academic Institute and EPAM Systems may be jointly referred to herein as the "Parties and each of them, a "Party".

This MOU sets forth a summary of the essential terms of the contemplated business relationship but is not exhaustive of all the terms the Parties will require in the final binding agreements between them. It is the Parties' Intent that this MOU provides an outline for the preparation of the definitive documentation between the Parties as to the subject matter hereof (the "Definitive Documents").

The parties involved in covenant are to be obliged in consideration of the foregoing recitals.

1. Objective:

Its mutually agreed to have a COE program to meet the following objectives.

- To meet the increase in demand for Quality IT Engineers every year
- To bridge the gap between Industry and Academics
- . To quickly bring the curriculum and students on par with the latest Industrial standards
- EPAM may hire such students through an assessment, once reached to that Industrial standard

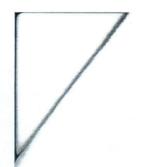
2. Duration of MOU:

This MOU shall be operational upon signing and will have an initial duration of one year. Upon a mutual consent, this MOU shall be renewed at the end of each year OR terminated by sending it in writing after completion of one year. However, once signed this MOU can't be terminated within ONE year from the date of signature or extension.

3. **EPAM Offering:**

Once a MOU is signed with an Academic institute, EPAM sets up a Center of Excellence in 5 different Practice areas including — Java, Front-end, Automation Testing using Java/Selenium, .Net and Cloud & DevOps. Depending on the several factors, these practices may change year to year. But will be confirmed by the time of signing or extending the MOU. As a part of establishing the COE, EPAM does the following:

- For each of the nominated Practices, provides free training to ONE or TWO faculty members of the Academic Institute for a Period of Three Months. Number of Practices that EPAM trains will depend on the Practice nominations made by the Academic Institute at the time of signing or extending the MOU.
- Training is provided 8 hours a day (except during the weekends and public holidays) at the EPAM Headquarters in Hyderabad
- Provides the needed infrastructure including Laptop, access to the required software / tools during the training period at Hyderabad office.
- Lunch will be provided for the faculty, who are getting trained at EPAM, Hyderabad for free of cost during the training period
- Free Mentor support to the faculty members during the training period



- Allows the Academic Institutes to nominate not more than 100 students to get registered with EPAM for subsequent trainings and mentor support
- Through an assessment test, employment offers are made to a set of selected students from the list of registered students.
- EPAM will provide the certification on successful completion of Training program as mentioned in this MOU.

4. Expectations from the Academic Institute:

Once MOU is signed, the following are expected from the college, failing which may lead to the termination of the agreement.

- Nominates ONE or TWO faculty members from each of the Practices, for which nomination is being made
- During entire period of the training, allows nominated faculty members to be with EPAM for full time, without any additional responsibilities from the college side
- Takes care of Accommodation, Transportation and any other logistics for the nominated faculty members during the entire training period at EPAM, Hyderabad
- During the training program schedule, any emergencies or Medical Insurance or any other incidental expenses will be taken care by the respective college or university
- Registers not more than 100 students with EPAM, who later gets trained remotely by FPAM
- Post completion of training trained faculty members will train the registered students with EPAM as required
- Academic Institute should ensure that, faculty does not leave the institute for at least 6
 months post the training the program at EPAM.
- Allow students from their college, who are pre-selected by EPAM to be part of the subsequent trainings (given by EPAM and trained faculty members. These students are in addition to the registered by the Institute.
- Once selected by EPAM, doesn't allow the students to be part of other campus interviews (unless it is a "Dream Package" offered by the other companies)

5. Eligibility for the Faculty Nomination:

EPAM expects to have the following qualifications for the faculty, who are nominated by the Academic Institute for the trainings of each Practice at EPAM, Hyderabad.

- If the nominated faculty holds a bachelor's degree, should have at least 3 years of teaching experience
- If the nominated faculty holds a master's degree, should have at least 2 years of teaching experience
- Should be able to code comfortably using one of the Programming Languages from Java,
 Python and .Net. Please note that the faculty that can code only using C or C++, are NOT eligible to get nominated
- Should be enthusiastic to learn with active participation during the trainings provided at EPAM, Hyderabad location

6. Successful Training Completion Criteria for the nominated Faculty:

The following criteria determines "Successful Completion" of the training given to the nominated faculty members in different Practices.

90% of Attendance



 Ontime completion of assignments with 80% or above marks including in final assessment. Evaluation reports will be sent every fortnight with respective management of colleges/universities

Active participation in the training program with learning enthusiasm

7. Eligibility for the Student Registration:

EPAM expects to have the following qualifications for the students, who are registered by the Academic Institute for the trainings provided by EPAM remotely and in-person trainings given by their trained faculty.

- Students studying in the Final year of graduation are eligible for the registration
- For the Practices other than Automation Testing (using Java / Selenium), students should hold any bachelor's or master's degree related to the Computer Science. They should have Minimum 60% marks throughout (SSC to current stage) in aggregate as on the date of registration.
- For Automation Testing Practice, the registered students my hold any degree but having an aggregate of 60% by the time of registration is required
- EPAM may change the eligibility criteria at any given point of time with prior intimation, based on business demand if any.

8. Criteria for Offering the Internship to the students from the Academic Institutes:

For all the registered students from Academic Institutions (who qualifies for registration as per eligibility criteria mentioned in this MOU), EPAM adapts two-fold selection process as mentioned below:

- A coding round challenge test is conducted, where the assessment is done on basic Java.
 A conditional offer is issued for the Internship to the shortlisted candidates
- These shortlisted candidates will undergo remote EPAM trainings for about 3 months.
 Post the trainings, they will undergo another series of Tech Round (in the Practice area where they took trainings) and HR Round interviews to get qualified for Internship
- Students, who didn't get shortlisted in the initial round of coding challenge, still will have
 another chance by undergoing remote trainings given by EPAM and in presence training
 given by their trained faculty members for about 3 months (these are the same trainings
 that is given to the shortlisted students in the initial coding round)
- Post these trainings, another series of Tech Round (in the Practice area where they took trainings) and HR Round interviews to get qualified for Internship.
- Students who get shortlisted in the initial round of coding challenge are preferred to get the offers first. Whereas the students, who get qualified after completion of trainings will be offered in the subsequent batches.

9. Internship/Employment opportunity:

Following salaries will be offered to the qualified candidates at the different stages during their tenure at EPAM as an Intern

 Interns are allowed to take leave only for external semester exams, not for any internal exams or project reviews during weekdays.

- Internship is offered as soon as the selected students joins EPAM, post completion of their trainings at their Academic Institute. They will be offered with Rs.15,000/- salary per month from the date they join EPAM
- This internship amount continues till they graduate from the college. As soon as they
 get graduated, they will undergo an assessment for next level (L2). Upon successful
 qualification from this assessment, salary offered will be Rs.12,00,000/- per annum
- If the candidate fails the next level assessment with minimal gaps they continue to stay at the existing level (L1), and salary offered will be Rs.8,00,000/- per annum
- Students who do not meet the expectations of L1/L2 will be asked to leave the organization

10. Intellectual Property:

All intellectual property rights, title and interest in the materials, information, assets, or systems developed during the training of the nominated faculty members at EPAM shall remain solely vested with the EPAM. All intellectual property, including copyrights, patents, patent application, trademarks and other intellectual property shall remain the property of the originating party or its licensors. Each party shall retain all rights, title and interest in its intellectual property and neither party grants the other party any rights to use its intellectual property unless and until otherwise provided in a written agreement signed by the Parties. Each party may, at any time and in its sole discretion, revoke any rights granted to the other Party to use its intellectual property (including any logos and/or trademarks):

11. Confidentiality & Security:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties. The parties agree that the NDA appended to this MOU shall apply.

12. Force Majeure:

Neither parties shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), acts of any Governmental Authority after the date of this Agreement, strikes and other labor difficulties and other events or circumstances beyond reasonable control.

13. Implementation of MOU:

- (a) Except as otherwise agreed in writing by the parties, each party shall pay and assume entire responsibility for their respective costs and expenditures whatsoever incurred in connection with their activities under this MOU.
- (b) Except for claims for personal injury or death or any other claims that cannot be limited by applicable law, a Party's (or their affiliates) aggregate liability for all claims arising under this MOU or in relation to the Services shall be limited to 800,000 INR. Subject to the foregoing, neither Party shall not be liable to the other party or its affiliates (whether in contract, tort including negligence or otherwise) for any loss or profit, loss of revenue, loss of data, loss of goodwill or for any special, indirect or consequential loss or damage suffered by any other party.
- (c) The Parties have no intention to form any partnership, agency or authorized representative relationship among them and no such relationships are to be formed by virtue of this MOU.

None of the Parties shall enter any contract or commitment on behalf of the other Party(ies).

(d) Each Party shall be responsible for its own acts and omissions in connection with this MOU and its implementation.

14. Legal Effect:

Except for the provisions of clauses 10,11 and 13, this MOU is not legally binding but serves only as an expression of the basic principles for the planning and implementation of relationship between the parties and does not itself otherwise constitute a legal agreement and shall not otherwise create any legal obligations rights or liabilities for either party, including the obligation to continue negotiating in good faith. This MOU sets out the entire agreement of the parties and no further obligations, rights or liabilities shall be binding on either party unless expressed in a formal written agreement signed by both parties. Additions to this MOU shall only be valid if made in writing.

15. Addendum:

Please refer to the addendum for the exact dates of Training and tentative dates of assessment tests conducted for the students

Now, Therefore, in consideration of the aforesaid recitals, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound legally and signed in this agreement on the day date, month and the year mentioned hereto before.

For Aditya Engineering College (A)

PRINCIPAL

ADITYA ENGBREERING COLLEGE

Name SEPEM Speanivasa Reddy 437

Designation: Principal

Date

27/11/2021

Witness:

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Name:

Dr. V. Venkate tumar

For EPAM Systems India Pvt. Ltd.

Name: Srinivas Mummareddy

Designation: EPAM India GDO Head Date: 2부/11/2021

