

**This Agreement is entered effective from 12<sup>th</sup> May 2021 (“Commencement Date”)**

**BETWEEN**

**Flextronics Technologies (India) Private Limited**, represented by **Arun Ananthkrishnan**, its **Director - Finance** (hereinafter referred to as **“FTIPL”**) having its registered office situated at Plot no.3, Phase II, Sipcot Industrial Park, FPS Chennai, SEZ Unit, Sandavellur C Village, Sriperumbudur 602106 ,Kancheepuram District, India Chennai, as **FIRST PARTY**

**AND**

**Hindustan Institute of Technology and Science (Hindustan University)**, having its registered office situated at No 40, GST Road, St. Thomas Mount, Guindy, Chennai 600016, India and the campus at, No.1, Rajiv Gandhi Salai (OMR), Padur, Kelambakkam, Chennai-603103, Tamil Nadu, India, (hereinafter referred to as **“University”**) represented by **Dr. Pon Ramalingam, Registrar**, as **SECOND PARTY**,

Collectively hereinafter referred to as the **“Parties”** or may be individually referred to as **“Party”**.

**WHEREAS**, the **“FIRST PARTY”** is engaged in the Electronics Manufacturing and Services, and has approached the **“SECOND PARTY”** which is a University established under Section 3 of the Universities Grants Commission, (UGC) act 1956, as a “Deemed to be University” and approved by Ministry of Human Resources Department Government of India, and requested for conducting a customized Programs for the employees of the **“FIRST PARTY”**.

**WHEREAS**, the parties have agreed that **SECOND PARTY** shall provide Certification Programs, Diploma, Programs Advanced Diploma and Degree Programs to selected employees of the **FIRST PARTY** on the terms and conditions herein contained (herein after called the **“Services”**).

**NOW**, it is hereby agreed by both parties that, the following articles represent the terms agreed to, by the parties through this Agreement.

**Article 1. DEFINITIONS**

- a) **“Agreement”** means this agreement and all schedules attached;
- b) **“University”** means **Hindustan Institute of Technology Science and**, the **SECOND PARTY**, which is a University approved by the Ministry of Human Resources Development, Government of India u/s 3 of the UGC Act,1956.
- c) **“Qualification”** means award of Certificates for Certification Programs, Diploma Programs, Advanced Diploma and Degree Programs by the University to the students of FTIPL on successful completion of their course as per the prescribed guidelines under Attachment I of this MOU.
- d) **“Services”** means the scope of services/obligations to be provided by the **SECOND PARTY**, as defined in this Agreement.
- e) **“Students”** means Employees of the **FIRST PARTY** who would pursue their studies at the University for the Award of Certification Programs, Diploma, Programs Advanced Diploma and Degree Programs on successful completion of the Training.
- f) **“Academic Year”** means the period from the commencement to closure of the academic activities in a year, divided into two semesters.

- g) **“Course Materials”** mean the materials provided by the University for the students and these shall include but not limited to all textbooks, presentation slides, instructor notes, teaching plan, student hand-outs, homework assignments, and evaluation materials;
- h) **“Confidential Information”** means all information disclosed by either Party to the other in any form or manner, provided that each such item of information would appear to a reasonable person to be confidential or is specifically stated by either Party to be confidential;
- i) **“Faculty”** means the Faculty provided by University for the performance of its obligations under this Agreement.
- j) **“Intellectual Property”** means all copyright, trademarks, patents, trade names, inventions, know-how and trade secrets, whether registered or unregistered, and including, but not limited to, lecture notes, audio-visual aids, assessment, examination materials and instruments and guides & course notes of any kind whatsoever relating to all the Course Materials as defined hereinbefore.

## **Article 2. PURPOSE**

**THE PARTIES** wish to engage with each other by entering into this agreement for the sole purpose of imparting Technical Education and Training to the select employees of FTIPL.

### **(a) Courses**

The SECOND PARTY agrees to provide customised, UGC approved Certification Programs, Diploma, Programs Advanced Diploma and Degree Programs to the employees of FTIPL in the areas of

- 1. Electrical & Electronics Engineering**
- 2. Mechatronics (Specialization in Surface Mounting Technology)**

or **as desired** by the FIRST PARTY.

**(b)** For Certification, Diploma and Degree program a minimum of 15 students per batch is required per year (01 Batch a year).

**(c)** The fee for the Degree B. Tech and Diploma programs is as **Annexure A**.

**(d)** **The Fee chargeable will be for a minimum batch size of 15 candidates per batch per course**

**(e)** For Certification program, fee will be finalised mutually depending on the program.

### **(f) Duration of Training**

The program will be delivered as per the requirement of the specific course (Certification Programs, Diploma, Advance Diploma, Degree, Masters etc.)

### **(g) Place of Training**

The course will be conducted at the academic facilities provided by **the Facility of the Second Party**. The students will be required to attend the Practical classes at the campus of the **“SECOND PARTY”**.

### **(h) Certification**

**“SECOND PARTY”** shall award Certification Programs, Diploma, Programs Advanced Diploma and Degree Programs to the students of FTIPL who successfully complete the course as per the regulations set out and agreed upon by both parties.

An Advance Diploma Program and Undergraduate Degree program will be made available to candidates who successfully complete the Diploma / Advanced Diploma Program, who meet the required criteria as set out by the **“SECOND PARTY”**.

**(i) Qualification**

The entry qualification of the students shall be;

- ITI, Diploma, +2, Degree
- For those with Minimum 12 years of schooling and having sufficient work experience as certified by FTIPL, they will have to undertake a Two Month Pre-Training before the commencement of the program.

**Article -3 ROLE OF THE PARTIES**

**General Role**

- i) The **“SECOND PARTY”** shall provide students of the **“FIRST PARTY”** the Technical Education and training required which will include, curriculum development, implementation, monitoring the course delivery and enforcing quality assurance procedures, academic audit and evaluation of academic performance of students, and other services as detailed under this academic cooperation agreement.

**Article 4. SPECIFIC OBLIGATIONS OF THE PARTIES**

**a) OBLIGATIONS OF THE FIRST PARTY**

- i. The **“FIRST PARTY”** shall provide necessary information required by the **“SECOND PARTY”**, for the conduct of the Course program, like details and qualification of the students etc.
- ii. Provide all required information related to the students that could enable the SECOND PARTY to discharge their duties smoothly.
- iii. Provide all support to the course coordinator of the **Second Party**, who would oversee the implementation of the program.
- iv. The **“FIRST PARTY”** shall pay for damage of property, either at the place of stay or the place of study, caused by the employees of FIRST PARTY. The cost of damage to the property shall be determined taking into consideration the cost escalation at the time of assessing the damage.
- v. Appoint a full-time co-ordinator for the faculty and officials of the **SECOND PARTY** to communicate with for the smooth conduct of the program.
- vi. To ensure discipline is maintained at all times during the program. Maintaining discipline at the premises of the **“SECOND PARTY”**.
- vii. The responsibility of attendance / participation of the employees in the classes lies with the first party.
- viii. In the event of any candidate dropping out before completion of the course the FIRST PARTY will be liable to pay the course fee .for that particular year.

- ix.
- b) Pay the amounts payable to **Second Party**, as per the agreed rates and norms,
- c) The "**FIRST PARTY**" shall bear the Cost of additional value-added courses for inclusion into the curriculum over and above the approved course content.
- d) **OBLIGATIONS OF THE SECOND PARTY**

The SECOND PARTY shall provide the following services;

- (i) Design and provide the curricula, academic regulations, schemes for evaluation, grading and certification and other academic requirements for various Programs and also suggest and supervise its development and implementation for the "**FIRST PARTY**", which will be directed towards enhancing the technical capabilities of the employees of the "**FIRST PARTY**", and equipping them with knowledge and skills as required by the "**FIRST PARTY**"
- (ii) Facilitate the "**FIRST PARTY**" by providing teaching and non-teaching staff on deputation or otherwise to the FIRST PARTY, if required and other logistic support, implement programs and its regulations & curricula for various Programs, Program Planning, delivery and control, assessment including examination.
- (iii) Award **Degree in Mechatronics** and **Diploma in Electrical & Electronics Engineering** to students who fulfil the course requirements
- (iv) SECOND PARTY shall depute faculty with the minimum qualification of master's degree in Engineering and provide, all travel related supports, to ensure smooth delivery of the program.
- (v) To implement Evaluation and quality assurance procedures and grading for award of Diploma / Certificates / Degrees to students who successfully fulfil all the requirements and complete the course work and examinations of the University as per the University regulations.
- (vi) Allow the students of the FIRST PARTY to use the laboratories and other facilities available at the University.
- (vii) Assist the FIRST PARTY to follow up, evaluate and monitor the progress and performance of students, to maintain desired levels of academic standards.
- (viii) Appoint full time Coordinators for the students and officials of the FIRST PARTY to communicate with for the smooth conduct of the program.

#### **Article 5. RELATIONSHIP BETWEEN THE PARTIES**

The relationship between Parties is in the nature of strategic alliance and nothing contained in this agreement shall be construed so as to constitute a partnership between the Parties or so as to constitute either Party as an agent of the other and both the Parties shall carry their own responsibilities and liabilities without any recourse to the other Party. The FIRST PARTY agrees that it shall not solicit the services of the faculty assigned to conduct the program under this agreement, during the term of this MOU.

#### **Article 6. FEES AND PAYMENT TERMS**

Fees will be determined and agreed to mutually for each course as and when they are to be commenced and the Fees Details will be attached as schedule which will form part of this MOU. The fee will be paid as detailed below:

### **For Certification courses**

**For all programs, the fee will be paid in full before the commencement of the program/academic year.**

6.1 The fee includes:

- Conduct of theory and practical classes as per the approved course content at the premises provided by the **“FIRST PARTY” and or Second Party.**
- Supply of study material including textbooks(Digital) (at least one per subject) and other required items to all the students
- Continuous evaluation of the students and conduct of final exams and grading.

**a) All payments should be made payable to:**

**Account Name: Hindustan Institute of Technology and Science**

**Bank : HDFC BANK**  
**Address : 759, ITC Centre, Anna Salai, Chennai 600002**  
**Account No : 00040330020038**  
**Branch Code : 004**  
**Swift Code : HDFCINBBCHE**

**By Correspondence to:**

**THE REGISTRAR**  
**Hindustan Institute of Technology and Science**  
**No 40, GST Road,**  
**St. Thomas Mount,**  
**Guindy, Chennai – 600016**  
**Ph: 044-2234 1389 / 044-2234 0968**  
**E-Mail: registrar@hindustanuniv.ac.in**

### **Article 7. CONFIDENTIALITY**

All information and documents exchanged between the Parties pursuant to this MoU shall not, under any circumstances, be released by the Receiving Party to any other third party or to public, without prior written consent of the disclosing Party. This rule is obligatory for each Party for a period of two years, from the date of termination of this MoU, without considering the way it has happened.

### **Article 8. FORCE MAJEURE**

For the purpose of this contract, “force majeure” means an event which is beyond the reasonable control of the party, and which makes a party’s performance of its obligations impossible or so impracticable as reasonably to be considered impossible in the circumstance, and includes, but is not limited to war, riots, civil disorder

Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or its agents or employees nor (ii) any event which a diligent party could reasonably have been expected

The failure of a Party to fulfil any obligations hereunder shall not be a breach of the contract in so far as such inability arises from an event of force majeure, provided that the party affected by such an

event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives or carrying out the terms and conditions of this contract.

**Article 9. INTELLECTUAL PROPERTY**

The SECOND PARTY shall continue to have the Intellectual Propriety Rights (IPRs) on the course material provided by them. The FIRST PARTY shall not use the said material in partial or full for any of their trainings or through other faculty without the written permission of the Second PARTY and vice versa.

The FIRST PARTY acknowledges that the Confidential Information, as well as the Intellectual Property of SECOND Party is unique and valuable to it. The breach of the provisions regarding Confidential Information and/or Intellectual Property shall result in grave and irreparable loss and injury to the FIRST PARTY owning such information for which monetary damages alone will not be adequate relief.

The FIRST PARTY agree that in the event of the breach of this Clause, the SECOND PARY shall be entitled to specific performance or injunctive relief by recourse to courts. Such remedy shall be in addition to and not in lieu of the appropriate relief by way of monetary damages.

**Article 10. TERMINATION**

This agreement shall, unless otherwise extended by mutual agreement of the parties, shall terminate upon happening of any of the following events:

- i) Termination by mutual consent or
- ii) Termination by either Party due to breach of any of the covenants hereof by the other, with three months prior notice in writing to the defaulting Party.

In case of termination, the contents of Article 2 and Article 3 are obligatory to the full extent.

Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and / or obligation of either Party to any other third party. The SECOND PARTY shall ensure that all courses started prior to the termination are completed as per the terms of this MoU, and shall take all steps necessary to facilitate the same.

**Article 11. VALIDITY**

This MOU shall be valid initially for a period of **three (3) years**, from the date of signing by both Parties, or completion of the program contract whichever is later and can be extended further by mutual consent.

**Article 12. Notices:**

Any notice and other communications served in relation to this MOU shall be in English and delivered personally, by facsimile or email, by courier or by postage prepaid registered post with acknowledgement due.

Any notice sent to FTIPL shall be directed to and addressed as follows:

**Human Resources**

Flextronics Technologies (India) Private Limited  
Plot No 3 Phase II Sipcot Ind Park Sandavellur (Village),  
Sriperumbudur, Kanchipuram  
Tamil Nadu – 602 106

Any notice sent to the University shall be directed to and addressed as follows:

**Registrar**

Hindustan Institute of Technology and Science  
No.40, GST Road  
Guindy, Chennai: 600 016

All notices shall be deemed to have been validly given on (i) if transmitted by facsimile or email transmission, the day immediately after the date of facsimile or email transmission with confirmed answer back, or (ii) if sent by registered post with acknowledgement due or by courier, the date of receipt.,

Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 15 (fifteen) days prior written notice.

**Article 13. GOVERNING LAW**

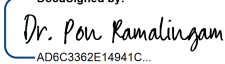
The laws of Republic of India, shall govern this MoU

**Article 16. DISPUTE SETTLEMENT**

Disputes if any, arising between the Parties, in connection with this agreement or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties, failing which, the disputes shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under from time-to-time. The place of Arbitration shall be at **Chennai**, India and the Arbitration proceedings shall be conducted in English language.

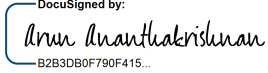
**IN WITNESS WHEREOF** the authorised representatives of the parties have caused this Agreement to be executed the day and year first above written.

For **Hindustan Institute of Technology and Science**

Signature   
Name: Dr. Pon Ramalingam  
Designation: Registrar  
Date: 5/18/2021

Witness:  
  
Signature  
Name: Milton Huggins  
Designation: Deputy Director  
5/19/2021

for **Flextronics Technologies (India) Private Limited**

Signature   
Name: Arun Ananthakrishnan  
Designation: Director Finance  
Date: 5/20/2021

Witness:  
  
Signature  
Name: Sandra Andrews  
Designation: Director - Human Resources  
5/20/2021

Date:

Date:

**Annexure A**

1. The fee structure for the Degree courses are mentioned below, the degree awarded will be, **B. Tech - Mechatronics** in the below mentioned Course: Lateral Entry Scheme.

Particulars	I Year	II Year	III Year
Admission Fee	Rs.15,000		
Tuition fee	Rs.50,000	Rs.65,000	Rs.65,000
Books & Courseware (Digital)	Rs.5,000	Rs.5,000	Rs.5,000
Examination fee	Rs.30,000	Rs.30,000	Rs.30,000
<b>Total</b>	<b>Rs.1,00,000</b>	<b>Rs.1,00,000</b>	<b>Rs.1,00,000</b>

\*Taxes as applicable

2. The fee structure for the **Diploma in Electrical & Electronics** are mentioned below:

Particulars	I Year	II Year	III Year
Admission Fee	Rs.15,000		
Tuition fee	Rs.25,000	Rs.25,000	Rs.25,000
Books & Courseware	Rs.10,000	Rs.10,000	Rs.10,000
Library fee	Rs.5,000	Rs.5,000	Rs.5,000
Examination fee	Rs.10,000	Rs.10,000	Rs.10,000
Total	Rs.65,000	Rs.50,000	Rs.50,000

- **Please note that the above courses content is tailor made to meet First Party requirements.**
- **Please not that "Certification courses" will be offered by SECOND Party to the FIRST Party whenever required. However, the fee per certification course will be determined by the duration and requirements at the time of requisition.**

**Attachment I-Guide Lines**

Guideline\_Flextronics  
Rev.3.pdf

**Escalation Matrix**


FLEX				
Level	Name	Position	Mobile No	Email Id
Level 1	Vijayalakshmi Annamalai	Senior Manager - Human Resources	9840125025	Vijayalakshmi.Annamalai@flex.com
Level 2	Sandra Andrews	Director-Human Resources	9962504674	Sandra.Andrews@flex.com



Hindustan Institute of Technology and Science				
Level	Name	Position	Mobile No	Email Id
Level 1	Dr. D. Dinakaran	HOD – Mechatronics	9003124007	anro@hindustanuniv.ac.in
Level 2	Mr. Milton Huggins	Deputy Director – Corporate Affairs Training & Placement	9962064588	miltongh@hindustanuniv.ac.in
Level 3	Dr. S. N. Sridhara	Vice Chancellor	9840540404	vc@hindustanuniv.ac.in

**IN WITNESS WHEREOF** the authorised representatives of the parties have caused this Agreement to be executed the day and year first above written.

For **Hindustan Institute of Technology and Science**

Signature   
AD6C3362E14941C...  
 Name: Dr. Pon Ramalingam

Designation: Registrar

Date: 5/18/2021

Witness:

Signature   
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 Name: Milton Huggins

Designation: Deputy Director

Date: 5/19/2021

for **Flextronics Technologies (India) Private Limited**

Signature   
B2B3DB0F790F415...  
 Name: Arun Ananthakrishnan

Designation: Director Finance

Date: 5/20/2021

Witness:

Signature   
3D33F5697ED940D...  
 Name: Sandra Andrews

Designation: Director - Human Resources

Date: 5/20/2021