

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the "MOU") is entered into on this date of 30-01-2026 ("Effective Date"):

By and between

iOPEX Technologies Private Limited, a company incorporated under Companies act 1956, having its registered office at 32, Ambit It Park, II Main Road, Ambattur, Chennai, Tamil Nadu, 600058 (hereinafter referred to as "iOPEX '").

And

Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV) University having its office at Sri Jayendra Saraswathi Street, Enathur, Kanchipuram-631561 represented by Dr.G.Sriram, Registrar I/C (hereinafter referred to as "Partner").

RECITALS

WHEREAS Partner is an established educational institution committed to educational excellence with profundity that aptly reflects its commitment to accord quality educational facilities to Partners students of Engineering streams and other education tracks ("Students").

AND WHERAS iOPEX desires to collaborate with the Partner for the purpose of providing significant technical knowledge and inputs to the students through suitable teaching/ training process, which may in turn facilitate effective utilization of their intellectual capabilities in good faith.

AND WHERAS Partner with the support of iOPEX has goals for enhancing the education of its student by providing ample amount of exposure and knowledge in the field of Information Technology.



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF THIS MOU

- a) Both parties believe that this MOU is for the close co-operation between both the parties for the mutual benefit to the student community to enhance their skills and knowledge- as well as to iOPEX by utilizing their intellectual capacity.
- b) iOPEX will give valuable input to the Partner in teaching/ training methodology so that the students fit into the industrial scenario meaningfully.
- c) The interaction between Industry and College will give an insight into the latest developments /requirements of the industries; the technical training and exposure provided by iOPEX- to the students through this association will build confidence and prepare the students to have a smooth transition from academic to working career.

2. SELECTION PROCESS

- a) iOPEX shall in cooperation with the assigned representative of the Partner, conduct campus selection drives, to the students of 7th semester enrolled with Partner in furtherance to this MOU.
- b) iOPEX shall in efforts to select the eligible candidate, conduct assessments on three levels, distinctively classified into Initial assessment, Periodic assessment, and Final assessment. Initial assessment shall be held before training, Periodic assessment shall be held whilst training and Final Assessment shall be held post completion of training. Upon successfully clearing all the assessments, the students of Partner shall be issued applicable internships/jobs offers as the case may be in accordance with their performance.



3. TRAINING AND PLACEMENT

- a) iOPEX shall provide Hybrid/Virtual training session (“Training”) to the students of the Partner on the emerging technologies and other technical educational training in order to bridge the gap in skill and make them ready for industry.
- b) The students clearing initial assessment, shall be shortlisted to enroll in virtual training sessions and shall execute a Letter of Intent (LOI) with iOPEX. Further, the shortlisted students upon signing the LOI, shall be duly onboarded to attend the Training session held by iOPEX.
- c) iOPEX shall conduct Training session for a maximum duration of 300 hours in total. The Trainings are made available to the students in parts as scheduled by iOPEX. The shortlisted students enrolled for the Training are mandated to attend all Training sessions as per the allotted schedule. Further, the Partner shall coordinate with the students to ensure full participation in the Training sessions.
- d) iOPEX will conduct Periodic assessments during the Training period, upon due completion of Training sessions and based on combined scores obtained in all the Periodic assessment, the students shall be shortlisted to attend Final assessment.
- e) The students who cleared the final assessment will be issued an “Offer Letter” and will be hired as per iOPEX’s hiring schedule.

4. OBLIGATIONS OF THE PARTIES

- a) Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.
- b) Partner shall be responsible for providing the requested infrastructure, network and internet access and any other facility required for the Training.
- c) Both parties agree to designate a representative from its side who will be primary point of contact on behalf of that party.



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- d) Each party shall bear its own costs and expenses incurred in connection with this MOU, unless otherwise agreed upon in writing by both parties.
- e) On the termination or expiry of the MOU or when required by iOPEX, the Partner agrees to return all materials to iOPEX without any delay.

5. CONFIDENTIALITY

The Partner hereby agree and acknowledge that any unpublicized knowledge known through the signing and implementation of this MOU, and the information exchanged pursuant to this MOU is confidential information, which shall not be disclosed to any third parties or used for other purpose that is irrelevant to this MOU without the prior written consent of iOPEX; any party who breaches the confidentiality obligations shall bear the corresponding legal responsibility. The obligation of confidentiality shall survive until 3 years after the date of disclosure. Termination of this MOU shall not relieve either party of any obligation with respect to confidential information disclosed under this MOU prior to such termination. The partner hereby agrees to enter into a separate NDA with iOPEX. The confidentiality obligations set forth in the NDA shall be determinative. Furthermore, Partner represents and warrants that it has obtained all necessary and legally valid consents from its Students to share their Personal Data with iOPEX for the purposes outlined in this MOU, and that such sharing complies with all applicable data protection laws.

6. TERM

The validity of the MOU is three (3) years from the date of MOU unless terminated by either of the parties. Either Parties may terminate this MOU with or without cause by providing three (3) months' notice in writing. This MOU shall be immediately terminated by iOPEX if the Partner materially breaches any provision of this MOU.



7. MISCELLANEOUS

- a) **INDEPENDENT STATUS.** Nothing in this MOU creates a relationship of agent and principal, partners, joint ventures or employer-employee between the parties, and no act or obligation of either party will in any way bind the other.
- b) **NO WAIVER OR MODIFICATION.** This MOU may not be changed or terminated orally, and no change, termination or attempted waiver or any of the provisions hereof shall be binding unless in writing and signed by both parties.
- c) **SEVERABILITY.** Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this MOU.
- d) **NO EXCLUSIVITY.** The parties hereby agree that they are not bound exclusively by this MOU and are liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- e) **SURVIVAL.** The obligation pertaining to Confidentiality will survive any expiration or termination of this MOU.
- f) **DISCLAIMER.** NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY BY iOPEX TO PROVIDE JOB/INTERNSHIP OPPORTUNITY TO ANY AND ALL SELECTED STUDENT(S). BOTH PARTIES AGREE THAT iOPEX IS NOT OBLIGED ON ACCOUNT OF THIS MOU TO RECRUIT ANY FIXED NUMBER OF STUDENTS FROM THE PARTNER.
- g) **DISPUTE RESOLUTION.** The parties acknowledge that this MOU represents a non-binding statement of intent and good faith, provided however, that Sections 5 (Confidentiality), 6 (Term), and 7 (Miscellaneous) are intended to be, and shall be, legally binding obligations on both parties. In the event of any differences or disputes arising from the implementation of provision of this MOU, the parties shall as far as possible settle such differences or dispute in good faith by consultation or negotiation between the Parties.
- h) **ENTIRE AGREEMENT.** The provisions herein constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications between the parties. No term or condition contained in any



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document provided by one party to the other party pursuant to this MOU shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein unless agreed and executed by parties herein in writing through an amendment.

- i) **DATA PROCESSING.** The parties acknowledge and agree that in the course of performing its obligations under this MOU, iOPEX may process Personal Data (as defined by applicable data protection law) on behalf of the Partner, who acts as the Data Controller. Such processing shall be governed by the terms of iOPEX's Data Processing Addendum ("DPA"), which shall be attached hereto as Exhibit A and is hereby incorporated by reference. In the event of any conflict between the terms of this MOU and the DPA, the terms of the DPA shall prevail with respect to the processing of Personal Data.

[Signature page follows]

IN WITNESS WHEREOF, the parties acknowledge that each has fully read and understood this MOU, and, intending to be legally bound thereby, executed this MOU on the date set forth above.

Name of University	
Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya(SCSVMV)	iOPEX Technologies Private Limited
Name: Dr.G.Sriram	Name:
Title: Registrar i/c	Title:
Email Id: registrar@kanchiuniv.ac.in	Email Id:
Contact no: 9894838623	Contact no:
Date: 12.02.2026	Date:

Witness 1:

Witness 2 : Dr.M.Kannan

Training & Placement Officer



[Handwritten signature]

Exhibit – A

DATA PROTECTION AGREEMENT

This Data Protection Agreement, effective as 18th September, 2025 (“DPA”), by and between

Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya(SCSVMV) University having its office at Sri Jayendra Saraswathi Street, Enathur, Kanchipuram-631561 represented by Dr.G.Sriram, Registrar I/C (hereinafter referred to as “**Controller**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its affiliates, administrators and permitted assigns) of the ONE PART;

And

iOPEX Technologies Private Limited, a company incorporated under Companies act 1956, having its registered office at 32, Ambit It Park, II Main Road, Ambattur, Chennai, Tamil Nadu, 600058 (hereinafter referred to as “**iOPEX**” or “**Processor**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its its affiliates, administrators and permitted assigns) of the OTHER PART.

WHEREAS purpose of this DPA sets forth the terms and conditions relating to the privacy, confidentiality and data protection of Personal Information (as defined below) associated with services provided by Processor to Controller pursuant to the Memorandum of Understanding for Campus Interview effective 30-01-2026 and applicable ordering documents (i.e., statement of works, schedules or order forms) (collectively the “MOU”).

AND WHEREAS, Controller or its Personnel (as defined below) may provide Processor with access to Personal Information in connection with certain services performed or to be performed by Processor for or on behalf of Controller pursuant to the MOU; and



A handwritten signature in blue ink, appearing to be 'S. Sriram', written over the stamp.

AND WHEREAS, Controller requires that Processor preserve and maintain the privacy, confidentiality and data protection of such Personal Information.

NOW THEREFORE, in consideration of the mutual covenants and agreements in this DPA and the MOU, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Controller and Processor agree as follows:

1. DEFINITIONS

- a) **"Data Controller"** or "Data Fiduciary" means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Information.
- b) **"Data Processor"** means the natural or legal person which Processes Personal Information on behalf of the Data Controller.
- c) **"Data Subject"** means the natural person to whom Personal Information relates.
- d) **"Affiliate"** means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with Controller.
- e) **"Applicable Law"** shall mean any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restrictions (including any and all legislative and/or regulatory amendments or successors thereto), including but not limited to, the Digital Personal Data Protection Act, 2023 of India, to which a party to this DPA is subject and which imposes Personal Information protection and privacy obligations on such party.
- f) **"Personal Information"** means any information relating to an identified or identifiable individual, or could be used to independently identify an individual or be combined with other information to identify an individual, including, but not limited to, name, postal address, email address, telephone number, date of birth, government issued identification number (i.e. United States Social Security number or its equivalent), driver's license number, financial account information (including, but not limited to, financial and payment card account information), passwords or other credentials that would permit access to an online account, PIN, health or medical information, Internet Protocol (IP) address, or any other unique identifier or one or



more factors specific to the individual's physical, physiological, mental, economic or social identity, any other data that if compromised would require notice or reporting under Applicable Law.

- g) **"Personnel"** means the employees, agents, consultants or contractors of Processor or Controller.
- h) **"Process" or "Processing"** means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the information.

2. PROCESSING OF PERSONAL INFORMATION

The parties acknowledge that Controller, alone, jointly with others, or on behalf of a Controller, determines the purposes and means of the Processing of Personal Information, and Processor Processes Personal Information on the instructions of Controller, in respect of Personal Information disclosed to or accessed by Processor for the purposes of providing Services under the MOU.

3. Processor REPRESENTS, WARRANTS AND COVENANTS AS FOLLOWS

A. DISCLOSURE OF AND ACCESS TO PERSONAL INFORMATION

- a) Processor and its Personnel shall hold in strict confidence any and all Personal Information disclosed to or accessed by Processor for the purposes of providing services under the MOU.
- b) Processor shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to Processor's performance of services for or on behalf of Controller, and who have received appropriate training regarding Personal Information security and the protection of Personal Information.

Processor shall not transfer Personal Information outside the country to which Controller or its Personnel originally delivered the Personal Information to Processor for Processing without the explicit written consent of Controller. Such consent is hereby granted for Processor to transfer Personal Information to its Affiliates and service providers, provided such transfers are subject to equivalent data protection obligations.



- c) Except as set forth herein, Processor shall not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party, unless Controller has authorized Processor or its agent to do so in writing, except as required by Applicable Law and then where Processor notifies Controller of any transfers required by Applicable Law. Notwithstanding the foregoing, Controller hereby grants general authorization to Processor to subcontract Processing operations to the third party sub-processors. Processor shall enter into a written agreement with each sub-processor where such agreement imposes obligations on the sub-processor that are substantially similar to those imposed on Processor under this DPA. Processor shall remain fully liable to Controller for the performance of any sub-processor's obligations. Processor shall inform Controller written notice of the appointment of any new third party Processor.
- d) Processor shall promptly inform Controller in writing of any requests from Data Subjects with respect to Personal Information received in connection with its work for Controller. Processor shall provide reasonable cooperation to Controller if a Data Subject requests access to his or her Personal Information for any reason, including, without limitation, requests to amend, transfer or delete any Personal Information or to stop, mitigate, or remedy any unauthorized Processing.
- e) Subject to Applicable Law, Processor shall notify Controller promptly in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Information.
- f) Processor will keep detailed, accurate, and up-to-date records regarding any Processing of Personal Information it carries out for the Controller, including but not limited to, the categories of Processing carried out on behalf of Controller, the access, control, and security of the Personal Information, approved subcontractors and affiliates, the Processing purposes, and any other records required by Applicable Law



- g) Processor will reasonably assist Controller with meeting Controller's compliance obligations under Applicable Law, rules, and regulations related to the Processing of Personal Information.
- h) Processor shall enter into any further agreements requested by Controller for purposes of compliance with Applicable Law, including, but not limited to, data transfer agreements or (standard) contractual clauses. Such further agreements may be with Controller or any of its Affiliates as such is determined by Controller. In case of any conflict between this DPA and any such further privacy or Personal Information protection agreement, such further agreement shall prevail with regard to the Processing of Personal Information covered by it.

4. PERSONAL INFORMATION SECURITY REQUIREMENTS

- a) Processor shall develop, maintain, implement, and adhere to a comprehensive written information security program that complies with Applicable Law. Processor's written information security program shall include appropriate administrative, technical and physical safeguards designed to ensure a level of security appropriate to the risks presented by the Processing of Personal Information described in APPENDIX A, including *inter alia*, as appropriate: (i) the pseudonymization and encryption of Personal Information; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; (iv) the implementation of identifiers and passwords in order to access Person Information, and (v) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
- b) If the Processing by Processor or its Personnel involves the transmission of the Personal Information over a network, Processor shall implement appropriate measures designed to protect the Personal Information against the specific risks associated with such transmission, including the encryption of Personal Information.



- c) Processor shall notify Controller without any delay from becoming aware of any security incident. Processor shall cooperate fully with Controller to investigate, remediate, and mitigate the effects of the Security Incident, and assist in providing notice to the competent supervisory authority and to Data Subjects if requested by Controller.

5. RIGHT TO MONITOR AND AUDIT

- a) Controller shall have the right to monitor Processor's compliance with the terms of Section II of this DPA. Upon reasonable prior written notice (not less than 30 days), Controller or its authorized representatives may inspect Processor's information or materials and records in Processor's possession, custody or control, relating in any way to Processor's obligations under Section II of this DPA. Any such inspection conducted during normal business hours, not more than once per calendar year, and shall not unreasonably interfere with the normal conduct of Processor's business. Controller shall be responsible for all costs associated with such inspection.
- b) Processor shall cooperate fully with any such inspection initiated by Controller. Controller and its representatives must adhere to Processor's on-site security and confidentiality policies.
- c) Processor shall deal promptly and appropriately with any inquiries from Controller relating to the Processing of Personal Information subject to this DPA.
- d) Upon Controller's written request, Processor will make its most recent audit reports (such as SOC 2 or equivalent) available to Controller for review under confidentiality.

6. INDEMNIFICATION AND INJUNCTIVE RELIEF

- a) Each party (the "Indemnifying Party") shall indemnify and keep indemnified the other party (the "Indemnified party") from and against any (i) Losses, damages, liability, costs (including legal fees) and expenses which Indemnified party may incur or suffer as a result of or arising from the Indemnifying party's breach its obligations under this Agreement or Applicable Laws; (ii) bad faith, fraudulent acts or omissions, or

intentional misconduct of Processor or its Personnel in connection with obligations set forth in this DPA. The total liability of Processor under this DPA shall be limited to the fees paid by the Controller to Processor in the 12 months preceding the claim.

- b) For purposes of this DPA, "Losses" means all judgments, settlements, awards, damages, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties).
- c) Processor agrees that any Processing of Personal Information in violation of Section II of this DPA, Controller's instructions or any Applicable Laws, or any Security Incident, may cause immediate and irreparable harm to Controller for which money damages may not constitute an adequate remedy. Therefore, Processor agrees that the Controller may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies available under Applicable Laws, without proof of actual damages. Processor agrees to waive any requirement for the securing or posting of any bond in connection with such a remedy.

7. MISCELLANEOUS

- a) This DPA is effective as of the Effective Date and will remain in full force and effect so long as the MOU remains in effect, or for so long as Processor retains any Personal Information related to the MOU in its possession or control. Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the MOU in order to protect Personal Information will remain in full force and effect.



- b) Processor's obligations under this DPA shall survive the termination of the MOU and the completion of all services subjected thereto.
- c) At Controller's choice, Processor shall delete or return all Personal Information to Controller after the end of the provision of the Services relating to the Processing under the DPA, and delete existing copies, unless required by Applicable Law.
- d) This DPA shall be deemed to have been made and executed in Chennai, India. This DPA, and all disputes or controversies arising out of or in connection with the performance, interpretation, breach, or enforcement of this DPA, shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts at Chennai, India, for the purpose of any suit, action, or other proceeding arising out of or in connection with this DPA.
- e) Except as provided below, notices provided hereunder must be in writing and sent by facsimile, email or certified mail, return receipt requested. Notices to Processor shall be sent to Processor, iOPEX Technologies Private Limited, 32A IInd Main Road, Ambit IT Park, Second Floor Ambattur Industrial Estate, Chennai, Tamil Nadu, India, 600058
- f) Notices to Controller shall be sent to Controller, Dr.G.Sriram, Registrar, I/C, Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya(SCSVMV), Sri Jayendra Saraswathi Street, Enathur, Kanchipuram-631561.
- g) This DPA is the complete agreement between the parties and supersedes any prior oral or written agreement between the parties concerning the subject matter of this DPA. This DPA supersedes any provision of the MOU to the extent such provision relates to the same or similar matters addressed herein.



- h) Processor's failure to comply with the terms of this DPA is a material breach of the MOU. In such an event, the Controller may terminate the MOU or any ordering document authorizing the processing of Personal Information subject to the cure periods set forth in the MOU.
- i) If any provision of this DPA is held invalid or unenforceable, the remaining provisions shall remain in effect.
- j) This DPA may not be transferred, modified, amended or assigned, in whole or in part, except in a writing signed by both parties. If an assignment occurs, the assignment shall not relieve the assigning party of its liabilities or obligations under this DPA. This DPA is binding upon successors and assigns of the parties.
- k) A waiver by either party of any term or condition of this DPA in one or more instances shall not constitute a permanent waiver of the term or condition or any other term or condition of this DPA or a general waiver.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this DPA by their respective authorized representatives.

For iOPEX Technologies Private Limited	For Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV)
Sign:	Sign: 
Name:	Name: Dr.G.Sriram
By:	By:
Title:	Title: Registrar I/C

Appendix A:

PROCESSING DESCRIPTION

Subject-matter of the Processing:

The subject-matter of the Processing is providing assessment, training, and recruitment services as outlined in the MOU.

Duration/frequency of the Processing and Retention of Personal Information:

The duration of the Processing is for the term of the MOU. Processor shall securely delete all Personal Information within one hundred and eighty (180) days of the termination of the MOU, except for any Personal Information of Students who are hired by Processor (which will then be governed by Processor's internal employee privacy policies).

Nature and purposes of the Processing:

Personal Information are Processed in order to perform the services set forth in the MOU.

- To conduct initial, periodic, and final assessments of Students.
- To onboard students for and provide them with virtual/hybrid training sessions.
- To evaluate Students for potential internships or job offers with Processor.

Categories of Data Subjects

Students of the Controller (University/College) who are enrolled in the 7th semester (or as otherwise agreed) and participate in the campus selection drive.

Categories of Personal Information

The following categories of Personal Information are involved:

- **Contact Information:** Name, email address, telephone number.
- **Academic Information:** University/College name, course of study, semester, academic grades/scores.
- **Assessment Data:** Scores and results from the initial, periodic, and final assessments conducted by VENDOR.
- **Training Data:** Attendance and participation records for training sessions.

Sensitive Personal Information

- None. (If any disability or accommodation information is collected, we must list it here, but the default should be 'None').



Appendix B

APPROVED SUB-PROCESSORS

(List key vendors here, e.g., cloud providers or assessment platforms.)

1. **[Name of Cloud Provider, e.g., Amazon Web Services] - Cloud Infrastructure/Hosting**
2. **[Name of Assessment Platform, if any] - Provision of online assessment services**
3. **[Name of Communication Tool, e.g., G-Suite] - Internal processing and communication**

