

MEMORANDUM OF UNDERSTANDING

BETWEEN



**POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE,
CAMP, PUNE-411001 (MS), India**

AND



GREEN THUMB

ENVIRONMENTAL PROTECTION GROUP

(Regd.No. MH-E-1821, PUNE)

**4-A, Nehru Marg, Off. Ghorpadi Bazaar, Pune (Cantonment)-
411001 (India)**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made on 11th July, 2017 BY AND BETWEEN:

Poona College of Arts, Science and Commerce, Camp, Pune-411001 (MS) and **Green Thumb, Pune**, a Voluntary Charitable Trust (Foundation) registered with the Government of India under Bombay Public Trusts Act 1950 dedicated to the promotion of environment.

BACKGROUND OF PARTIES:

Poona College of Arts, Science and Commerce, Camp, Pune-411001 (MS)

The Poona College of Arts, Science & Commerce was established in the year 1970 by ‘Anjuman Khairul Islam’, Mumbai, a Philanthropic Charitable Trust dedicated to the noble cause of the orphans and the deprived. Situated prominently in the heart of Pune Camp, it has brought about a revolutionary change in the region’s educational scenario, diversified in leaps and bounds and has carved a niche for itself as a celebrated seat of learning. This was humbly acknowledged by the National Assessment and Accreditation Council (NAAC) Bangalore in the year 2004 which awarded it by the Prestigious ‘A’ grade. On the path of continued excellence, the college once again obtained endorsement by NAAC when it got reaccredited in September 2015. The College is also having ISO 9001:2015 Certification.

The College is a recognized Research Centre of the Savitribai Phule Pune University in Chemistry, Commerce, Economics and with full-fledged degree courses and Postgraduate Centers in Computer Science, Electronics, Organic Chemistry, Zoology, Economics, English, Urdu and Commerce. Apart from this, it also offers professional courses of B.B.A, B.C.A, B.Sc.(Computer Science) and M.Sc. (Computer Science). Poona College is also having four Bachelor of Vocation (B.Voc.) courses recognized by University Grants Commission in Software Development, Medical Laboratory Technology, Banking Finance and Insurance, Travel, Tourism and Hospitality Management. Gradually it has expanded on a national as well as global scale with student enrolment exceeding 6000 every year, and has become a favored destination for education seekers from all Indian States particularly the North-East and from over 15 countries abroad.

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Memorandum of Understanding between
Poona College of Arts, Science and Commerce and
Green Thumb, Pune Voluntary charitable trust dedicated to the promotion of environment.

The College prides itself by possessing a rare distinction of having a highly qualified, dedicated and enthusiastic staff with doctorates and as M.Phil. qualified. In addition to conventional teaching, more stress is laid on imbibing moral and ethical characters, career planning and guidance, Environmental protection and co-curricular activities such as NCC, NSS and Sports. The college conducts several outreach programs and endeavors along with students for community, environment and public health.

Green Thumb, Pune..NGO

Green Thumb India is an Environment Protection Group established in 1993 by Lt. Col. Suresh Patil (Retd.) who is managing Trustee and founder president. It is a voluntary charitable Trust (Foundation) registered under Bombay Public Trust Act 1950, Pune.

Green Thumb has been playing an important role in arresting indiscriminate leftover construction material, debris and garbage dumping in and around the Khadakwasla water reservoir. NGO is fully dedicated to work related Environmental conservation, water management and sustainable development. Green thumb NGO is about creating Environmental awareness for the wellbeing of future generation. The NGO having broad objective to safeguard and protect environment and also support eco-friendly products which helps to attain sustainable development.

Some of the campaigns conducted by Green Thumb are as follows-

1. Rejuvenation of Khadakwasla dam
2. Cleaning of Bhairoba Nullah stretch
3. Establishment of Green Park on Barren Land
4. Establishment of Bird Sanctuary

PURPOSE :

The parties recognize the benefits to be derived from increased collaboration, cooperation and interactions for the purpose of promotion and understanding of high performance in awareness activities and organizing various programs including internships, conferences and other activities. The purpose of this MOU is to define the areas for fundamental, socio-academic aspects in which the parties desire to work together in future for their mutual benefits to foster a

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collaborative frame work between Green Thumb and Poona College in the area with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the members associated with both the parties.

THE BOTH PARTIES INTEND TO:

The Cooperation between the Participants may include the following activities.

- Strengthen the ties between Green Thumb and academia to promote Environment Education and awareness.
- Motivate students to undergo various campaign and training program organized by Green Thumb.
- To Encourage and educate youth about the importance of trees.
- Provide a forum of youth and students for bringing together experiences related to nature and to promote research and actions in environment and related disciplines in the best interest of human beings.
- To Publish literature and educational material, organize exhibitions, establish libraries and museum and prepare reports, monographs, films, case studies, and journal related to environment
- To organize Drawing Competition, Exhibitions, display of banners, posters, video clips for promotion of tree plantation drive.
- To promote social forestry.
- To educate youth about gardening.
- To create love for nature and wildlife among members of public, children, youth etc.
- To operate with other organizations with similar objectives.
- Develops innovative programs and educational materials to build capacity in the field of environment education for sustainable development.
- Planning, development and implementation of joint projects and programs relating to environment education and awareness.
- Other forms of cooperation as are mutually agreed.

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MODE OF OPERATION:

Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures. This MoU shall be effective from the date is signed by both the parties. The activities under this MoU shall be coordinated, monitored and recorded by internal Coordination committee. President, Green Thumb shall be internal coordinator from society for attaining Green Thumb whereas The Principal, Poona College will be the internal coordinator from Poona College.

VALIDITY AND AMENDMENTS:

This Memorandum of Understanding will take effect upon signature by the Participants. **It will be in effect for Five years and may be extended with the consent of the Participants.** It may be terminated at any time with six months written notice. It may be altered at any time by mutual consent of the Participants. This Memorandum of Understanding is not intended to create any obligations under law.



Dr. Shaikh Aftab Anwar
Principal,
Poona College of Arts, Science
and Commerce,
Camp, Pune-411001 (MS)



Place : Pune

Date : **11th July, 2017**



Lt. Col. Suresh Patil
Managing Trustee and
Founder President,
Green Thumb
(ENVIRONMENTAL PROTECTION GROUP)
(Regd.No. MH-E-1821, PUNE)
4-A, Nehru Marg, Off. Ghorpadi Bazaar,
Pune(Cantonment)-411001 (India)



Place : Pune

Date : **11th July, 2017**

Memorandum of Understanding between
Poona College of Arts, Science and Commerce and
Green Thumb, Pune Voluntary charitable trust dedicated to the promotion of environment.

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**MEMORANDUM OF
UNDERSTANDING**

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Prepared For: Campus2Corporate Program

2018-2023

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Memorandum of Understanding

Between

Vision Foundation, Pune

And

Y&M AKI's Poona College of Arts, Science & Commerce

Preamble

This Memorandum of Understanding (MoU) is made between the Y&M AKI's Poona College of Arts, Science & Commerce and the Vision Foundation, Pune setting down rules for cooperation between NGO and the aforementioned Institution. It provides a framework within which all collaborative activities and projects will be undertaken in the Poona College Campus.

Purpose

The purpose of this MoU is to define the operational framework governing Cooperation between the two Parties in the following areas:

- (a) Participation of Campus2Corporate program and constituents in the regular activities of AKI's Poona College;
- (b) Exploration of opportunities for jointly extending learning services provided by AKI's Poona College;
- (c) Organization of joint-activities for AKI's Poona College and Vision Foundation, Pune;
- (d) Enhancing Technical skills in all the Computer Science students of AKI's Poona College;
- (e) Participation in experience-sharing and institution-building activities;
- (f) Exposure visits and facilitation of leadership development programmes/activities for the students of AKI's Poona College.
- (g) Providing world class training which meets the industry needs.
- (h) Vision Foundation will help students to become more compatible to meet the need of industry
- (i) Vision Foundation would like to adopt 25 students from AKI's Poona College.
- (j) Train them on technical skills, soft skills and help them to excel in interviews

Specific areas of collaboration

The framework of cooperation between Vision Foundation and AKI's POONA COLLEGE includes the following priority areas:

- a) There are many areas which need to be worked upon, below are the points, which have been considered for improvement of Computer Science students. Quality Factor, Way of Learning/Teaching, Lack of Infrastructure, HR Recruitment, Process Ratio of Engineering graduates each year versus Number of jobs available, Automation Factor, Government Attitude (quality v/s quantity), Students Attitude etc. We will work on most of the areas to train students.
- b) Training for students, especially in the areas of training such as Personality Development, Interview Preparation, Resume Writing, Soft Skills.
- c) Special Boot camps will be organised for all the students, IOT Internet of Things, LINUX Open source, Machine Learning, Artificial Intelligence, Robotic Processing Automation, BIG data, Cloud Computing, Web Development, and App development.
- d) Adopted Students will go through all the special training as per the requirement of Industry and their interest area.
- f) Technical assistance will be provided in the form of facilitating opportunities for strengthening all the students and adopted students capacity in terms of providing learning services; Soft Skills, Technical Skills, Boot Camps etc.

Terms and conditions

The two institutions will endeavour to cooperate as follows:

- (a) Identification of standard courses relevant for AKI's POONA COLLEGE students to attend in Campus premises only;
- (b) Promotion of activities within the network of AKI's POONA COLLEGE partners and vice versa;
- (c) definition of needs of the students of AKI's POONA COLLEGE to be satisfied by tailored exposure visits and leadership development activities in AKI's POONA COLLEGE and other places where practice has advanced;
- (d) Design, organization and implementation of Campus2Corporate program will be done by VISION FOUNDATION and learning events (e.g. Academies) to be attended by AKI's POONA COLLEGE students, in Pune,

(e) Design, organization and implementation of joint-learning and training programmes for constituents in Pune (in AKI's Poona College Campus);

(f) Identification of opportunities for involving Centre specialists in the design and implementation of AKI'S Poona College activities as well as Vision Foundation experts in the activities. AKI's Poona College students could benefit from Vision Foundation experts knowledge of, and involvement in, the industry compatibility context for preparation of training material, sharing faculty and subject matter experts;

(g) Collaboration on conducting technical sessions and arrangement of Conference halls and Labs for demonstration to the extent that they fit and support the mandate and thematic interest(s) of AKI'S Poona College, and in the knowledge that outcomes reinforce the process of designing learning experiences and other major activities of both organisations.

The AKI'S Poona College and Vision Foundation agree that the financial arrangements in relation to the Initiatives implemented within the framework of this MoU shall be determined on a case by case basis with due regard to the need of organizations to recover costs.

Limits to agreement

The AKI's POONA COLLEGE and VISION FOUNDATION hereby acknowledge their agreement in principle to the above mentioned framework and areas of cooperation. This MoU does not constitute any formal obligation on behalf of either AKI's POONA COLLEGE or VISION FOUNDATION to provide support for any individual project, activity or product.

Additional areas of collaboration may be identified during the lifetime of this MoU.

Timeframe and financial conditions

This MoU will continue for year 2018- 2019 from the date of signature. It is understood that each joint-activity shall be formalised through the elaboration and signature of a specific agreement including a technical proposal and a cost estimate that must be approved by both parties to this memorandum prior to implementation of the activity.

Other parties

Other parties may join this collaboration:

- (a) In the context of single activities or projects on a case by case basis, as appropriate;
- (b) In the context of the overall MoU and the signatories to a revised form of this MoU, provided that the original signatories consent with written approval.

Copyright

9. AKI's POONA COLLEGE and VISION FOUNDATION agree on the following rules for the protection of materials used in the training and learning activities:

(a) The NGO VISION FOUNDATION will retain ownership and copyright of all training and learning materials and media developed under this MoU by its students and consultants, understanding that AKI'S POONA COLLEGE can use this material for training and learning purposes;

(b) All training and learning materials and media referred to under sub-paragraph (a) will include the following note on the cover page:

(c) VISION FOUNDATION will retain ownership and copyright of all training materials and media developed under this MoU by its students and consultants, understanding that the AKI's POONA COLLEGE, can translate this material for training and learning purposes;

(d) All training and learning materials and media referred to under sub-paragraph (c) will include the following note on the cover page:

Copyright [year], Indian Copyright Act 2012). Publications of the Centre enjoy copyright under Protocol 2 of the Universal Copyright Convention. Nevertheless, short excerpts from them may be reproduced without authorization, on condition that the source is indicated. For rights of reproduction, application should be made to the AKI's POONA COLLEGE, at PUNE. The AKI's Poona College welcomes such applications.

Copyright Publications of AKI's POONA COLLEGE are protected under sections of the Indian Copyright Act 2012 as well as relevant sections of the Universal Copyright Convention. Short excerpts may be reproduced without authorization on the grounds of proper acknowledgement of source. In the case extensive use and/or reproduction, express permission must be obtained from VISION FOUNDATION Pune.

(e) All training and learning materials and media developed under this MoU jointly by AKI's POONA COLLEGE and Vision Foundation will be co-owned by both organizations which will therefore have joint-copyright, the modalities of which will be determined on a case by case basis.

Disputes

The Parties shall make their best efforts to amicably settle all disputes, controversies or claims arising out of, or in connection with, this MoU or the interpretation thereof. Any dispute, controversy or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof - which cannot be settled amicably within sixty (60) days - shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

Privileges and Immunities

Nothing in this MoU, or relating thereto, shall be construed as constituting a waiver of the privileges and immunities enjoyed by the Centre as a specialized agency of the Customer Social Responsibility CSR in the framework of The Ministry of Corporate Affairs as notified in Section 135 and Schedule VII of the Companies Act 2013 as well as the provisions of the Companies (Corporate Social Responsibility Policy) Rules, 2014 to come into effect from April 1, 2014.

Implementation

Overall responsibility for the implementation of this MoU rests with the respective management of AKI's POONA COLLEGE and the VISION FOUNDATION Pune, as represented by the heads of both institutions, being signatories to this document in those capacities. Additionally, and for ease of coordination of activities under this MoU, the Desk Officers are:

For NGO: Vision Foundation
President
Mr. Farid Shaikh
Campus2Corporate Program
Flat No. 505, Wing A-1, Sr. No. 21,
NIBM , Kondhwa, Pune 411048

For Y&M AKI's POONA COLLEGE:
Prof. Dr. Aftab Anwar Shaikh
Poona College of Arts, Science & Commerce Camp,
Pune - 411 001, Maharashtra, INDIA.,

Review

The Parties agree to conduct regular joint-reviews of the progress on collaboration and the nature of collaborative activities under this MoU. The Parties shall, from time to time, at the request of either Party, hold discussions through their representatives with regard to progress on any activity or selected activity under this MoU.

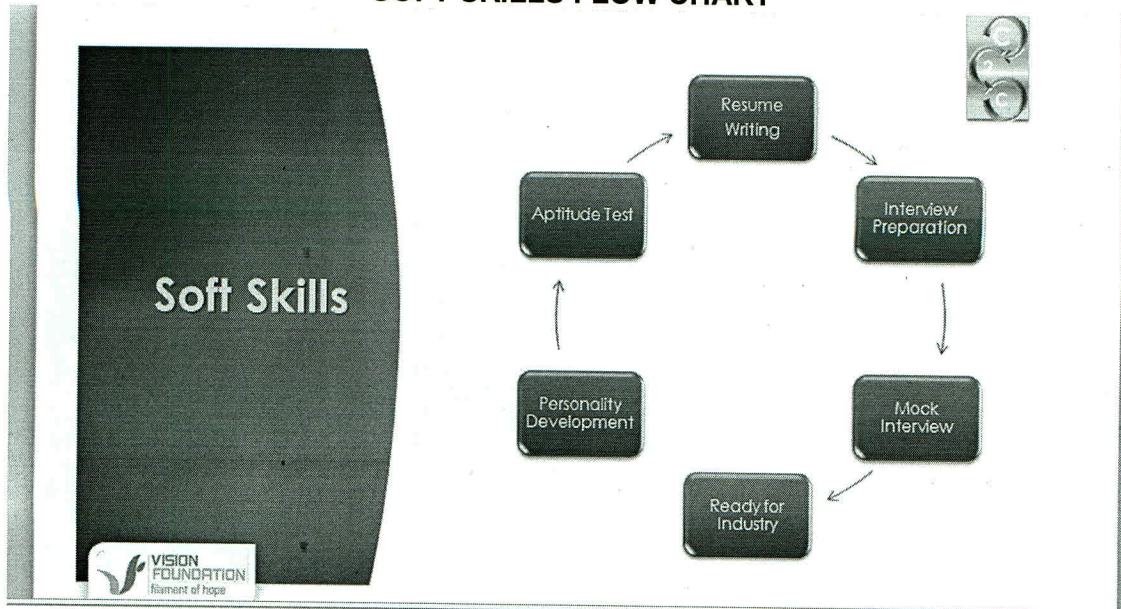
Termination

After consultations have taken place between the Parties, either Party may give the other Party written notice of termination of this MoU. Termination shall take effect seven (7) days after receipt of the notice. Such termination shall not affect the implementation of activities for which a specific agreement was signed nor jeopardize their orderly conclusion.

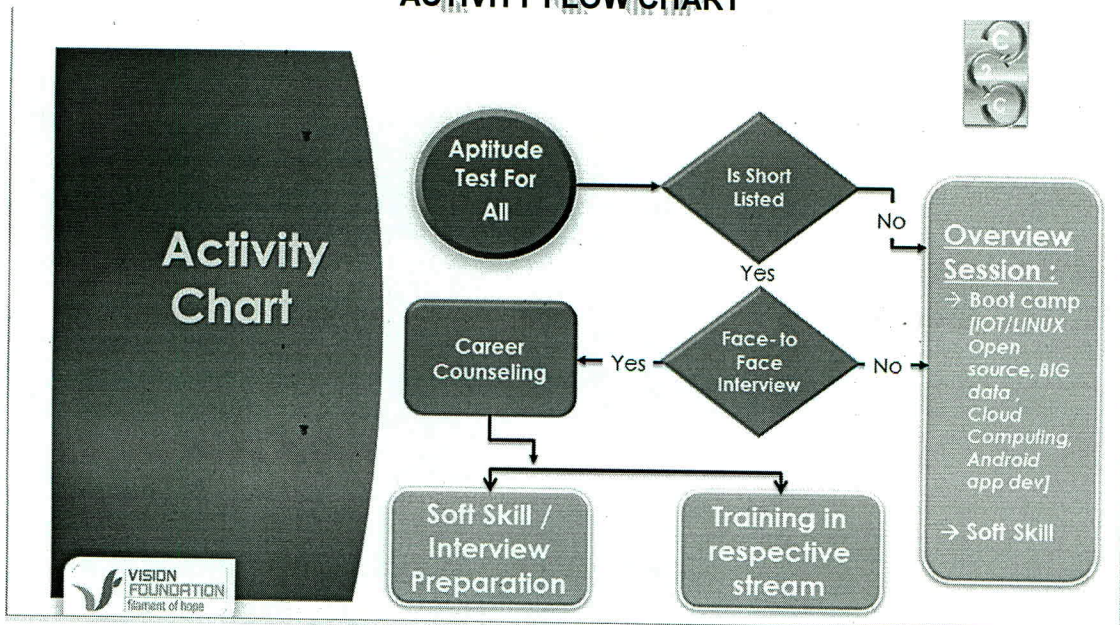
CONFIDENTIAL

Campus2Corporate Flow chart and Scope of Area

SOFT SKILLS FLOW CHART



ACTIVITY FLOW CHART



Final provisions and signatures

This MoU shall come into full force and effect upon signature by both Parties on the respective dates set forth below.

In witness whereof, the Parties hereto execute this MoU.

SIGNATURE



For and on behalf of the

**Y&M AKI's Poona College
Camp, Pune - 411 001,
Maharashtra, INDIA**

Name of authorized representative

Dr. Aftab Anwar Shaikh

Title of authorized representative

Principal Authority

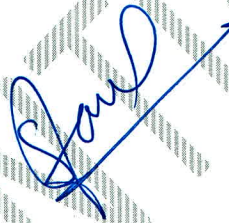
Signed in Pune

Date:

**Principal
AKI'S Poona College of Arts,
Science & Commerce
Camp, Pune.**



Drafted by Vision Foundation Legal Team, Pune



For and on behalf of the

**VISION FOUNDATION
Pune**

Name of authorized representative

Mr. Farid Shaikh

Title of authorized representative:

President

Signed in Pune

Date

VISION FOUNDATION

PUNE : 9975994213

MUMBAI : 9221235919

Web : www.visionfoundation.net

contact@visionfoundation.net



MEMORANDUM OF UNDERSTANDING (MoU)

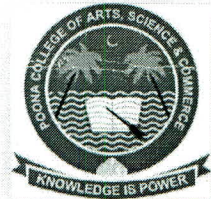
For Academic Exchange and Co-operation

Between

Research Culture Society, Gujarat, INDIA.

&

Poona College of Arts, Science &
Commerce, Camp, Pune-01 (MS), INDIA.



Date : November 15, 2017.

Place : Pune.

MEMORANDUM OF UNDERSTANDING (MoU)

For Academic Exchange and Co-operation

Between

Research Culture Society, Gujarat.

&

Poona College of Arts, Science & Commerce,

Camp, Pune-01 (MS), INDIA.

Research Culture Society, Gujarat and Poona College of Arts, Science & Commerce, Camp, Pune-01, desire to develop academic exchange and cooperation in education and research between the organizations and have agreed to sign and enter into MoU as follows:-

1. Objectives:-

- a. To provide a common forum for exchange of ideas and views regarding designing and/or execution of curriculum/programs/workshops/seminars between following departments & Research Culture Society, Gujarat.
 - i. Department of Chemistry
 - ii. Department of Commerce
 - iii. Department of Computer Science
 - iv. Department of Economics
 - v. Department of Zoology
- b. To use and share Libraries, database, documentation and instrumental and related-infrastructure facilities of each other.
- c. To exchange information and arrange joint seminars/workshops of students and teachers.

2. Activities and Programs:-

The organizations based upon the principle of respect for each other's independence and of mutual benefit, will carry out the following activities

- i. Exchange of publications and information.
- ii. Exchange of faculty as visiting lectures.
- iii. Designing and execution of workshops/seminars/conferences etc

3. Formulation of Plan:-

In order to carry out the above activities, detailed plans shall be formulated after consultation between the two organizations from time to time depending on the nature and need of specific activity, availability of funds and convenience of both the organizations. However, the basic principle shall be mutual cooperation and academic benefit of students and individuals of both the organizations.

4. Financial Terms and Mode of Payment, if any

The requirement of funds of these activities/programs shall be worked and through mutual consent between the Research Culture Society, Gujarat and Poona College of Arts, Science & Commerce, Camp, Pune-01.

The Research Culture Society, Gujarat and Poona College of Arts, Science & Commerce, Camp, Pune-01 shall not demand any monetary charges from each other for the use of technology and know-how development for their own internal use for the purpose of teaching & training.

5. Dissemination of Data and Information:-

The Research Culture Society, Gujarat and Poona College of Arts, Science & Commerce, Camp, Pune-01 shall work out the modalities for dissemination of research data of joint projects to any third party keeping in mind the mutual interest. However, both parties shall fulfill their obligation of disseminating the data to national databanks, as required by the- concerned funding agencies.

6. Co-ordination Committee:-

A Joint Co-ordination Committee for smooth and effective execution of activities and programs under this MoU may be formed by mutual consent.

7. Period and Revision of MoU:-


This Memorandum of understanding comes in to effect from the date of its signing and will remain in force initially for **Five (05) Years**. Its validity may be extended by mutual agreement between the two institutes.

8. Non-Exclusive Nature of this MoU:-

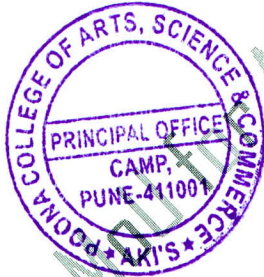
The MoU between the Research Culture Society, Gujarat and Poona College of Arts, Science & Commerce, Camp, Pune-01 shall not come in the way of either partner from collaboration with the third party.


In witness thereof, both the institution their authorized representatives i.e. Principals of this date.

Date : 15/11/2017 (November 15, 2017)
Place : Pune

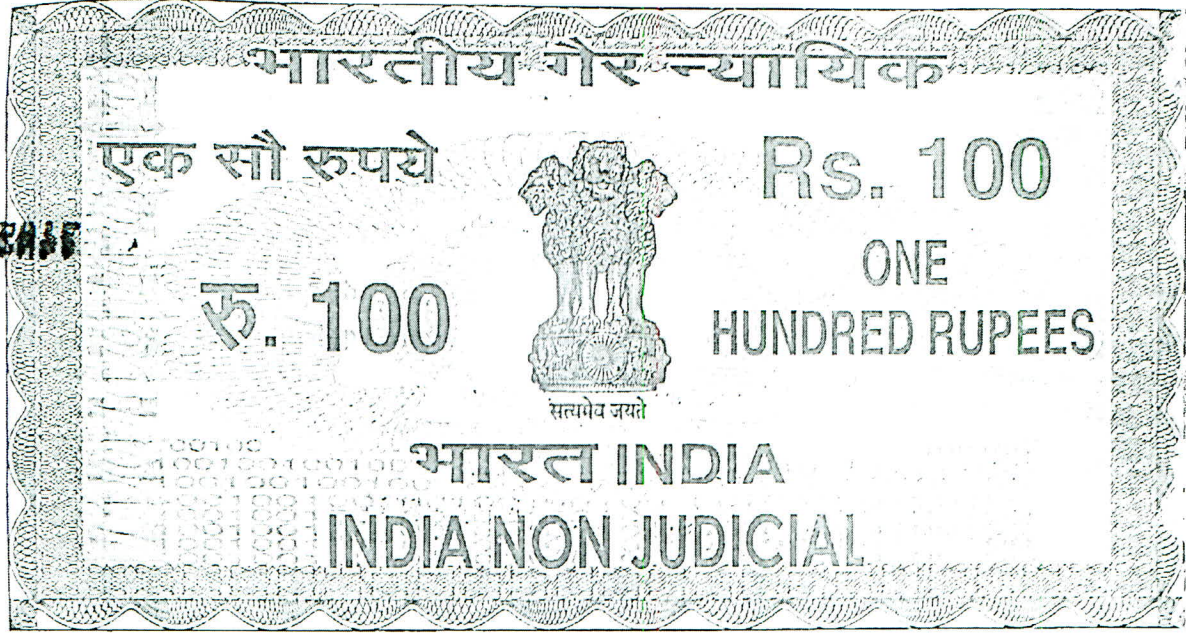

Principal
(Dr. Aftab Anwar Shaikh)
Poona College of Arts, Science &
Commerce, Camp, Pune-01 (MS) INDIA.

Principal
Poona College of Arts, Science & Commerce
Camp, Pune-411 001
Principal Office




Chief Editor
(Dr. Chirag Patel)
Research Culture Society, Gujarat.
The Managing Editor / President
Research Culture Society and Publication





महाराष्ट्र MAHARASHTRA

2018

TC 943431

प्रधान मुद्रांक कार्यालय, मुंबई
प.सू.वि.क्र. ८००००९०
५ - 6 MAR 2018
सदस्य अधिकारी

श्रीमती. एस. वि. मसूरकर



MEMORANDUM OF UNDERSTANDING

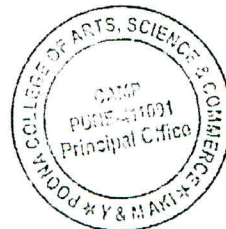
This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this the 13 day of March, 2018 (hereinafter referred to as the "Effective Date") at Mumbai:

BY AND BETWEEN

BSE Institute Limited, a Company incorporated under the Companies Act 1956, having its registered office at 25th Floor, P J Towers, Dalal Street, Mumbai 400 001, India (hereinafter referred to as "BIL") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART.**

AND

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Poona College of Arts Science & Commerce, having its registered office AKI's Poona College, A4 Hidayatulla Road, Jai Society, Harka Nagar, Kashewadi, Pune 42 (hereinafter referred to as "College") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

BIL and College shall hereinafter also collectively be referred to as "**Parties**" and individually referred to as the "**Party**".

PREAMBLE

Whereas, BSE Institute Limited is a wholly owned subsidiary of BSE Limited (Asia's oldest stock exchange set up in 1875) having expertise in Financial and Capital Market Training which is popular not only amongst the whole range of institutions in the Indian securities market but also market participants like Government, External Agencies, Financial Institutions and Corporate/s.

Whereas, Poona College of Arts Science & Commerce has a vision to educate students towards an all-round development, empower them for a constructive and sustained engagement with society, and, is engaged in providing progressive, liberal and relevant education to students from all sections of society and is also committed to establishing links with industry and explore opportunities for Poona College of Arts Science & Commerce and its students.

NOW THEREFORE, IN VIEW OF THE FOREGOING PREMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

1. INTENT OF WORK

Through this Memorandum of Understanding, based on the principles of equality, reciprocity and mutual benefit, BIL proposes to execute the national-wide roll out of skill-based exams at the premises of the College which the College has agreed to conduct.

2. STRATEGY

In order to achieve the above objectives, the parties have agreed to work together and execute this MOU which covers a broader understanding to execute and conduct the above-mentioned skill based exams.

3. RESPONSIBILITIES OF THE PARTIES

Each party will inter alia perform the following responsibilities:

A. Responsibilities of BIL

- a. To confirm the admission and registration of the candidates.
- To collect the fees from candidates.
- To provide the access of the question banks to the College.
- To certify the appointment of the invigilators as provided by the College.



B. Responsibilities of College

- a. To provide the computer lab having the minimum no. of 5 computers having the internet connections along with the required software and hardware support.
- b. To identify and share the details of a minimum of 3 invigilators with BIL. Out of the 3 invigilators, 1 invigilator shall always be available for conduction of the exams. The roles and responsibilities of an invigilator is more particularly described in **Annexure A** attached herewith.
- c. To nominate and appoint the new invigilator in place of the one who vacates the position of an invigilator.
- d. To conduct the exams following its rules and regulations.
- e. To maintain the lab as per the BIL norms as more particularly described in **Annexure B** attached herewith.

4. COMMERCIAL

The BIL shall pay to the College an amount of Rs.340/- (Rupees Three Hundred Forty only) per candidate who appears for the exams for utilization of computer lab and invigilator.

5. INTELLECTUAL PROPERTY RIGHTS

None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other party, without the prior written permission of such party. Any use of the intellectual property right of one party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property rights in the other party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without the express permission of the other party shall constitute an act of infringement of the intellectual property rights of the said Party.

6. VALIDITY

The MOU shall be effective from the date of execution and shall be valid for One year.

7. TERMINATION

This MOU can be terminated by either of the Parties on 2 months advance written notice from either side for the violation of any of the terms and conditions of this MOU. However, if the MOU is terminated for whatsoever reason, the responsibility of each party continue to exist till the completion of the exams to which the candidates have been admitted before the date of servicing the notice of termination.



8. NON-CANVASSING CLAUSE

It is hereby agreed between the parties hereto that the College shall not, during the term of this agreement or any time thereafter, directly or indirectly, do any of the following;

- a) canvass, solicit, or accept any approach from any person, firm or Company who was a client or customer of the Company during your association with a view to obtaining the custom of that client or customer for a business that competes with the Company or provides the same or similar services or sells or supplies the same or similar products;
- b) canvass, solicit, or accept any approach from a prospective client with a view to obtaining the custom of that prospective client for a business that competes with the Company or provides the same or similar services or sells or supplies the same or similar products;
- c) Canvass, solicit, induce or encourage any person who as an employee of the Company at any time during your association to leave the employment of the Company;
- d) Counsel, procure or assist any person, firm or company to do any of the acts referred to in (a) to (c) above of this clause.

9. DEFAMATION CLAUSE

The College shall not, during the term of its association with the BIL, nor at any time thereafter, directly or indirectly, in public/social media or private, in any manner or in any medium whatsoever, deprecate, impugn or otherwise make any comments, writings, remarks or other expressions that would, or could be construed to, defame the BIL or either of their reputations. Nor shall the College assist any other person, firm or Company in so doing.

10. CYBER SECURITY CLAUSE

The College must:

- (a) do all things that a reasonable and prudent entity would do to ensure that all the data is protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person;
- (b) Provide protective measures for the data that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the data;
- (c) Without limiting the clauses 10 (a) and 10 (b), comply with all security regulations or procedures or directions, from time to time, regarding any aspect of security of, or access to, the information, material or premises.

11. OTHER COVENANTS

1. The College shall, at all times, keep its premises safe and fire protected consists of the appropriate type and quality of equipment required to provide effective fire protection and that it is regularly reviewed and updated, and that the system currently consists of smoke detectors (with remote enunciators and zone



indicators) and automatic sprinkler systems. The College shall take all measures which are reasonably necessary to be taken to protect the premises, candidates and other persons from the fire. The College confirms that it shall be solely responsible and liable in case of any mishap occurs due to the lack of safety and security provisions.

2. It is agreed between the parties hereto that the BIL reserves the right, at all times, to re-configure any hardware, software or system related requirements.

12. AMENDMENT

No amendment or change hereof or addition hereto shall be effective or binding on either or the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

13. FURTHER ACTS AND ASSURANCES

Each of the Parties agrees to execute and deliver all such further instruments to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

14. MATTERS NOT PROVIDED IN THE MOU

If any doubt arises as to the interpretation of the provisions of this MOU or as in matters not provided therein, the parties to this MOU shall consult with each other for each instance and resolve such doubts in good faith.

15. SETTLEMENT OF DISPUTES AND JURISDICTION

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arise out of this MOU or out of the breach, authorized signatory of BIL and Dr. Ajab Anwar Shaikh (Principal) of College shall attempt for a period of 30 days of the existence of dispute to settle such dispute in the first instance by mutual discussion amongst themselves.

If the dispute can't be settled by mutual discussion as above within 30 days as provided herein, only the courts of Mumbai will have to the jurisdiction and adjudicate upon the matter.

16. FORCE MAJEURE

In the event that any of the Parties hereto finds itself unable, by reason of a case of "force majeure" to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such "force majeure" shall be suspended as long as impossibility so caused lasts, but not thereafter. The situation created by such "force majeure" shall be remedied as far as possible by exercising reasonable efforts.

The term "force majeure" as used herein shall mean any act of God and any event, whether accidental or not, which is beyond the will and control of the Party affected by such event (but not necessarily unpredictable) such as war, whether declared or not, riot, insurrection, civil commotion, sabotage, strikes, lock out, or other disturbances,



accident, fire, earthquake, flood explosion, damage, to plant or installations, epidemic, quarantine, restrictions, absence or the usual means of transport and embargoes.

The Party affected by "force majeure" shall give notice thereof to the other Party by letter or fax setting forth all necessary particulars concerning the giving of the said notice, the obligations of the Party giving such notice shall be suspended as specified above and the Parties shall consult together with the view to determining mutually acceptable measures to overcome the difficulties arising there from.

17. NO PARTNERSHIP

Nothing in this MOU shall be deemed to constitute or create an association, trust, partnership or Joint Venture between the parties nor constitute any party the agent of any other party for any purpose.

18. GOVERNING LAW

The MOU shall be governed and interpreted by and constrained in accordance with the substantive laws of India.

19. CONFIDENTIALITY

Each party shall not disclose to any 3rd party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, projections etc. to any 3rd party under any circumstances whatsoever, except with the prior written approval of the other Party. This confidentiality obligation shall survive for a period of 24 months after the termination of this MOU. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum, government or regulatory body to whose supervisory authority the receiving Party is subject; provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment.

"Confidentiality" is defined as information that is closely held and is not already in the public domain or subsequently disclosed or brought into either party's domain by any of either party's staff currently employed or who has left.

20. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this MOU shall not affect the validity or enforceability of the remaining provision hereof and this MOU shall be deemed as not containing the invalid provisions. The remaining provisions of this MOU shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MOU. In such a case, the parties to this MOU shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.



21. INDEMNIFICATION

Each party shall indemnify and keep indemnified other Party, its officers and employees from and against any and all loss / damage or liability (whether Criminal, Civil or in Tort) suffered and legal fees and costs incurred by any Party resulting from a breach of the terms and conditions or other negligent acts or omissions of other Party.

22. REPRESENTATION AND WARRANTIES

The Parties hereby represent and warrant to each other that:

- It is duly established and existing under the laws of jurisdiction stated against its name of this MOU and as the legal power and; authority to sign this MOU, perform and comply with the duties and obligations under this MOU.
- It has requisite legal power and authority to enter in this MOU and perform and comply with its duties and obligations under this MOU and the Project.
- This MOU constitutes legal valid and binding obligations enforceable against it in accordance with the terms hereof.
- Each party warrants that it has full power and authority to enter into this MOU and entering into or performing under this MOU will not violate any MOU it has with any third party.

23. NOTICES

Any notice to be served on either of the parties by the other shall be given in writing and shall be deemed to have been received by the addresses within seven (7) days (if couriered with proof of courier) or forty eight (48) hours (if sent by facsimile with confirmation or email).

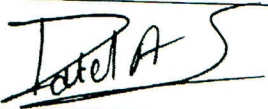

To BIL	To College
Name: Shri Ashok Patel	Name: Dr. Aftab Anwar Shaikh
Designation: Authorized Signatory	Designation: Principal
Email: ashok.patel@bseindia.com	Email: principal@akipoomacollege.ac.in
Phone: 022:22728094	Phone: 020 - 26454240
Address: 25 th Floor, P.J. Towers, Dalal Street, Fort, Mumbai - 400001	Address: K. B. Hidayatullah Road, Camp, Pune - 411001

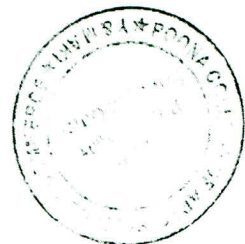
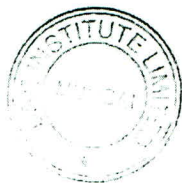
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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

SIGNED

For & on behalf of BSE Institute Limited	For & on behalf of College
	
Name: Ashok Patel Designation: Authorised Signatory	Name: Dr. Aftab Anwar Shaikh Designation: Principal
In the presence of Representative from BSE Institute Limited Witness (1) <i>sheikh Siddique</i>	In the presence of Representative from College Witness (1) Ms. SaharAara Pathan Asst-Prof. & CCO.



Annexure A

The Invigilator deployed for conducting exams should perform the following tasks on a daily basis:

- A. Record attendance of the candidate through signature on the ~~attendance sheet~~ generated through Certification Portal during the course of examination.
- B. Verification of candidates based on original Identity Proof/s.
- C. Read out instructions to candidates before commencement of examination.
- D. Provide rough sheet/s to candidates (on request) before the start of examination.
- E. Supervise examination by ensuring that there is no talking or disruption to the candidates once the examination has started and to ensure candidates obey the policies and instructions.
- F. Collect admit cards & rough sheet/s back from Candidates at the end of examination.
- G. Ensure to prevent leakage of Question Bank in any manner by candidates.
- H. Provide attested scorecards to candidates after the end of examination if requested by candidate.
- I. Require candidates to provide feedback (optional) on completion of examination.
- J. To report any incidents that may affect the performance of the candidates and/or suspected breaches of the regulations on the conduct and invigilation of examinations.
- K. Submit EOD reports as required from time to time.
- L. Leave the examination venue in good order to get ready for the next examination session.



Annexure B

The College will be required to maintain its lab including but not limited to the following norms.

1. To keep the cleanliness in the waiting room & reception area.
2. To keep the availability of backup resources (Leased line / UPS / Generator / Inverter etc.)
3. To keep the availability of ISP for main & back up lines with respective IP addresses.
4. To keep the availability of CCTV in reception, candidate registration area & test area.
5. To keep all the exam PCs equipped with the latest version of the browser.
6. To restrict the remote access to exam PCs.
7. To display USB / DVD / CD drives on all exam as well as invigilator's PCs.
8. To restrict the usage of websites / URLs on exam PCs other than exam's URL / web link.
9. To keep sufficient desk space on exam machines.
10. To have licensed OS & anti-virus installed on all the exam PCs.
11. To keep separate desk for invigilator.
12. The exam lab should not contain any materials (reference texts, posters, etc.) that are related to the subject.
13. To keep each testing workstation separate by an acoustical partition and locate in such way that no candidate can read the monitor of another candidate.
14. To have a secure storage area, such as a lockable file cabinet or other lockable cabinet, outside the testing room, to securely store candidates' personal belongings during the testing session.
15. To have a visual monitoring of candidates through a window or via a video monitor. The viewing window or video monitor must be within easy viewing distance of the administrator's work area.
16. To have a locked storage cabinet for BIL's testing clients' exhibits and other testing supplies that is accessible to authorised personnel only.
17. To have a desktop with a minimum of the following requirements;
 - Display monitors: 17 inch CRT or 15"+ Flat Screen
 - Display resolution: 1024x768, 24 or 32 Bit color
 - Workstation: 1 GHz or faster
 - Operating system: Windows XP Professional SP 2 or higher
 - RAM: 1 GB
 - Hard Disk Space: 8.5 GB free disk space
 - Browser: Internet Explorer 7 or 8
 - Audio Output capability
 - Network Throughput must be a minimum of 100 MBS
 - Internet Access Capability minimum of 256K per each workstation





MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Undertaking (MOU) is made on **02/11/2017** between **Broadstairs IT Solutions (OPC) PVT LTD** an IT Consultancy and Product Company and **AKI's Poona College of Arts, Science and Commerce, Camp, Pune.**
2. **Broadstairs IT Solutions (OPC) PVT LTD** will be having its campus drive at **AKI's Poona College of Arts, Science and Commerce, Camp, Pune**

AKI's Poona College of Arts, Science and Commerce, Camp, Pune is having its Regional Office at Pune, Maharashtra, **Signatory Authority, Professor (Dr.) Aftab Anwar Shaikh**, Principal, AKI's Poona College of Arts, Science and Commerce, Camp, Pune

The program & activities under this MoU covers **“Internships, final placement of students, expert sessions, industrial visits, field visits, on-job training & CSR activities.”**

3. Whereas the Broadstairs IT Solutions (OPC) PVT LTD is desirous of undertaking a joint project for the students & industry benefit, the two parties to this Memorandum of Understanding, with the intention of both being mutually bound, accept the following responsibilities:

4. Responsibilities of the Broadstairs IT Solutions (OPC) PVT LTD:

The Opportunity must provide in following areas;

- a) Student's summer & winter internship projects.
- b) Organize short term on job training for students by providing industry practical exposure to students through the short term training activity.
- c) Sharing industry expert knowledge to students through participation in various guest lectures and seminars.
- d) Conduct various CSR activities for community benefits.
- e) Provide assistance for conduct of study visits, Industry visits etc.

b) Responsibilities of AKI's Poona College of Arts, Science and Commerce:

AKI's Poona College of Arts, Science and Commerce shall:

- a. Provide the following minimum infrastructural facilities for smooth conduct of various activities under MOU.
- b. Provide a list of students interested in internship, placements.
- c. Shall ensure through proper coordination and consultation for smooth conduct of CSR activities sessions.

d. Participate in CSR activities of Broadstairs IT Solutions (OPC) PVT LTD.

5. Amendment to the Agreement

The obligation of the **Broadstairs IT Solutions (OPC) PVT LTD** and **AKI's Poona College of Arts, Science and Commerce, Camp, Pune** has been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

6. Period of Validity

This agreement shall be initially valid for **Five (5)** years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

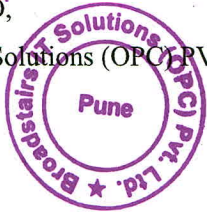
7. Arbitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

**For Broadstairs IT Solutions (OPC) PVT LTD
Pune**



Waseem Sajjad
Founder & CEO,
Broadstairs IT Solutions (OPC) PVT LTD



**For AKI's Poona College of Arts, Science and
Commerce, Camp, Pune**



Professor (Dr.) Aftab Anwar Shaikh
Principal,
AKI's Poona College of Arts, Science and
Commerce

**Principal
AKI's Poona College of Arts,
Science & Commerce
Camp, Pune.**



Witness :

1) Yusuf Jameel 

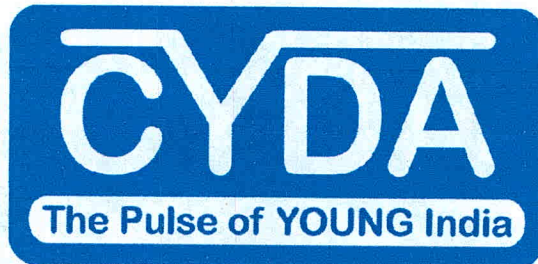
2) Iqbal N. Shaikh 

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN



POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE,
CAMP, PUNE-411001 (MS), India

AND



CENTRE FOR YOUTH DEVELOPMENT AND ACTIVITIES
(CYDA) 2ND FLOOR, ATUR HOUSE, AMBEDKAR ROAD,
CAMP, PUNE-411001. (MS), India

MEMORANDUM OF UNDERSTANDING (MoU)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") Is Made On 16th June, 2017 BY AND BETWEEN:

Poona College of Arts, Science and Commerce, a college affiliated to Savitribai Phule Pune University having its registered office at Camp, Pune-411001 through its Principal Professor Dr. Aftab Anwar Shaikh.

Centre for Youth Development and Activities a trust registered under the Trust Act of India bearing registration number **MH/367/99/Pune** having its office at 2nd Floor, Atur House, Ambedkar Road, Camp, Pune: 411001 Maharashtra through its Founder Chairman Mr. Mathew Mattam.

Whereas, Poona College Arts, Science and Commerce and Centre for Youth Development Activities want to enter into an MOU for the scope and purpose as below.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained in this MOU, the parties agree as follows:

Purpose, Scope of the MOU:

1 . This MOU provides for:

- a) Give confidence and support to youth for raising acts of kindness and understanding about social transformation, potential values, social innovation and skills.
- b) Empower young people to make a difference.
- c) To serve as a catalyst for bringing socio-economic change among the students
- d) Make Youth self reliant and let them believe to be accountable to the society.

2. Activities to be undertaken

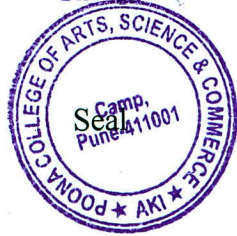
- I) To organize activities and programs to support students' with their education beyond syllabus and understanding appropriate social behavior and one's rights.
- II) Introducing skill development opportunities for students in order to enhance their employability and instil in them an urge to work and earn.
- III) Teachers' and students' training and motivation workshops
- IV) To provide training to youth in critical thinking and leadership skills, Life Skills Education, Career Counseling, vocational training etc.

- V) Motivates, trains, mentors and supports educated youth to become entrepreneurs and create livelihood and jobs for others.
3. Poona College Arts, Science and Commerce will be responsible for providing the necessary infrastructure and human resources for activities, whenever and wherever required.
4. **MOU Duration:** This MOU will be effective from June 16, 2017 for five years.
5. **Termination:** Either party may terminate this MOU at the end of any academic session by mutual written consent to both the parties by giving 3 months' notice to other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the day, month and year above written after going through and fully understanding the contents of this MOU.

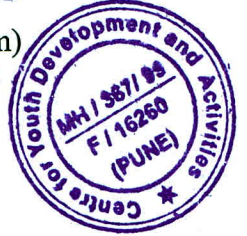
For Poona College of Arts, Science
and Commerce,

Principal
(Dr. Aftab Anwar Shaikh)
AKI'S Poona College of Arts,
Science & Commerce
Camp, Pune.



For Centre for Youth Development
and Activities

(Mr. Mathew Mattam)
Founder Chairman



Seal

Witness

- 1) Mr. Iqbal N. Shaikh -
- 2) Jay Krishna Jaikei -

18th Dec,'2018

To
Dr.Shaikh Aftab Anwar,
The Principal
Poona College of Arts, Science and Commerce,
Camp,
Pune- 411 001

Dear Sir / Madam,

Greetings for the day!

We are adding Bajaj Finance Limited as a party to our MoU. Two counterparts of the MoU amendment duly signed from our end are enclosed. Kindly return one counterpart duly signed from your side to me at following address.

Mr.Ajay Sathe,
6th Floor,
Bajaj Finserv Corporate Office,
Off.Pune Ahmednagar Road,
Sakore Nagar,Viman Nagar, Pune- 411014
Maharashtra,India

Thanks and regards


Ajay

Ajay Sathe
Head – Group Risk Management
Bajaj Finserv Limited
Pune

Bajaj Finserv Limited

Corporate Office: 6th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road,
Viman Nagar, Pune - 411 014, Maharashtra, India
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Tel: +91 20 30405700
Fax: +91 20 30405792

www.bajajfinserv.in
Corporate ID No: L65923PN2007PLC1300

30th November 2018

To
Dr. Shaikh Aftab Anwar,
The Principal,
Poona College of Arts, Science and Commerce,
Camp,
Pune- 411 001.

Dear Sir/Madam,

Refer the Memorandum of Understanding dated April 18, 2018 between Poona College of Arts, Science and Commerce and Bajaj Finserv Limited, in respect of conducting the Certificate Programme in Banking, Finance and Insurance (CPBFI).

Bajaj Finance Limited, a subsidiary of Bajaj Finserv Limited, shall partner with Bajaj Finserv Limited in this project. We therefore propose to amend the aforesaid MoU as under.

The wording:

"BAJAJ FINSERV LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Bajaj Auto Limited Complex, Mumbai-Pune Road, Pune 411 035

Through its President (Legal and Taxation)
(hereinafter referred to as "FINSERV")"

Would be replaced with:

"BAJAJ FINSERV LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Bajaj Auto Ltd Complex, Mumbai-Pune Road, Pune 411 035

AND

"BAJAJ FINANCE LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Akurdi, Pune, 411035.

Through President (Legal and Taxation) – Bajaj Finserv Limited

(Bajaj Finserv Limited and Bajaj Finance Limited together shall hereinafter be referred to as "FINSERV")"

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed on **this 18th day of April 2018** at Pune.

BETWEEN

Poona College of Arts, Science and Commerce, a college/Institute recognized under Section 2(f) and 12 (B) of the UGC Act 1956 and having address at: Camp, Pune, 411001, Maharashtra, India

Through its Principal

(hereinafter referred to as "PARTNER INSTITUTE")

AND

BAJAJ FINSERV LIMITED, a company registered under the provisions of the Companies Act, 1956, having its registered office at: Bajaj Auto Ltd Complex, Mumbai-Pune Road, Pune 411 035

Through its President - Legal and Taxation

(hereinafter referred to as "FINSERV")

The expressions "PARTNER INSTITUTE" and "FINSERV" shall, collectively be referred to as "Parties" and individually as "Party".



WHEREAS:

- A. PARTNER INSTITUTE, established in 1970 by the Anjuman Khairul Islam, Mumbai, is a full-fledged degree college, affiliated to the Savitribai Phule Pune University.
- B. Bajaj Finserv Limited (FINSERV) is the holding company for financial services businesses of the Bajaj Group;
- C. FINSERV, as part of its Corporate Social Responsibility (CSR) activities, desires to create employment opportunities for educated youth in the Banking, Finance and Insurance Sector through a customized training programme encompassing product knowledge, communication and other soft skills & computer proficiency, which is expected to benefit fresh graduates, especially those belonging to economically weaker sections of the society;
- D. FINSERV, in partnership with a leading management school in India, has designed and developed a customized programme viz. Certificate Programme in Banking, Finance and Insurance (hereinafter referred to as CPBFI).
- E. The PARTNER INSTITUTE has expressed its willingness to partner with FINSERV to conduct CPBFI for its students and alumni, on terms and conditions set out herein below;
- F. FINSERV has accepted the offer of the PARTNER INSTITUTE and agreed to partner with the PARTNER INSTITUTE for conducting CPBFI, on terms and conditions set out below.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. Purpose/Objective of CPBFI:

The objective of CPBFI is to impart practical knowledge and essential skills to final year graduation students and fresh graduates, especially those belonging to economically weaker sections of the society, with a view to create employment opportunities for them in the Banking, Finance and Insurance Companies.



2. Scope of CPBFI:

- i. FINSERV has appointed different training institutes as Official Training Partners for conducting CPBFI (hereinafter referred to as CPBFI Official Training Partners).
- ii. FINSERV, through one of its CPBFI Official Training Partners, shall conduct, for the eligible students and alumni of the PARTNER INSTITUTE, a Certificate Programme in Banking, Finance and Insurance viz. CPBFI, covering industry overview and product knowledge about Banking, Financial Services and Insurance (BFSI) industry, communication skills and computer proficiency.
- iii. CPBFI shall be conducted for the eligible students and alumni of the PARTNER INSTITUTE.

3. Responsibilities of the Parties:

- i. The PARTNER INSTITUTE shall be responsible for mobilizing participants for the CPBFI Programme by spreading awareness about CPBFI and its potential benefits for the prospective participants. FINSERV shall support the awareness campaigns by participating in the student meetings, parent meetings and design of publicity material such as posters, leaflets etc.
- ii. The PARTNER INSTITUTE shall be responsible for providing necessary infrastructure facilities for conducting CPBFI, specifically a class room, equipped with projector and a white-board and a computer room, both with a seating capacity for minimum 40 participants. PARTNER INSTITUTE shall also provide basic stationery required for training purposes such as marker pens, chart sheets, chalks etc.
- iii. The PARTNER INSTITUTE shall appoint a Coordinator for every CPBFI batch, with a specific responsibility to ensure that the classes are conducted as per pre-defined schedule and the participants are regularly attending the classes. The Coordinator shall be the single point of contact for the CPBFI Official Training Partner.
- iv. FINSERV shall be responsible to arrange faculty, with requisite expertise and experience, through any of its CPBFI Official Training Partners. FINSERV shall provide necessary details of the concerned CPBFI Official Training Partner to the PARTNER INSTITUTE at least 2 weeks before start of every batch.



- v. FINSERV and the PARTNER INSTITUTE, shall be responsible for award of "Certificate of Completion" at the completion of CPBFI to all successful candidates who meet eligibility criteria viz. requisite attendance and credits in the examinations conducted during the course of CPBFI.
- vi. FINSERV, as part of its CSR, shall bear the full cost of faculty deployed by its CPBFI Official Training Partner, to ensure that CPBFI is affordable to students belonging to economically weaker sections of the society.
- vii. FINSERV along with its chosen academic partner/s, may decide to conduct an external examination at the end of CPBFI. Only students who pass this examination shall be eligible to receive the "Certificate of Completion". This examination shall be in addition to the other examinations that may be conducted by the CPBFI Official Training Partner during CPBFI.
- viii. The PARTNER INSTITUTE shall display the FINSERV name and logo prominently in all marketing and publicity material, notices for students and all other internal and external communications, in paper form or otherwise, relating to CPBFI.
- ix. Any other use of FINSERV brand names by the PARTNER INSTITUTE shall require prior written consent from FINSERV.
- x. The PARTNER INSTITUTE shall provide to FINSERV, necessary information about all the students of CPBFI, in the format specified by FINSERV. FINSERV shall be free to contact the students directly for the purpose of monitoring the impact of CPBFI and the career progression of students.
- xi. The PARTNER INSTITUTE shall not conduct CPBFI or a programme with same course structure except in partnership with FINSERV.
- xii. The PARTNER INSTITUTE shall be solely responsible to comply with regulations of University Grants Commission or any other authority regulating educational activities in India. The PARTNER INSTITUTE agrees that FINSERV shall not have any liability including monetary or otherwise, in the event of any regulatory action taken against the PARTNER INSTITUTE in respect of conducting this programme. The PARTNER INSTITUTE agrees to fully compensate FINSERV in case an action is taken against FINSERV by any such regulatory authority in respect of conduct of CPBFI by the PARTNER INSTITUTE under this MoU.

[Handwritten signature]



- xiii. The PARTNER INSTITUTE shall be solely responsible for payment of GST or any other taxes that may be applicable, in respect of fees collected for CPBFI and FINSERV shall not have any liability towards the same. The PARTNER INSTITUTE agrees that FINSERV shall not have any liability including monetary or otherwise, in the event of any action is taken against the PARTNER INSTITUTE by any tax authorities. The PARTNER INSTITUTE agrees to fully compensate FINSERV in case any action is taken against FINSERV by any such tax authority in respect of conduct of CPBFI by the PARTNER INSTITUTE under this MoU.

4. Batch Strength:

The parties agree that, each batch shall consist of minimum 25 and maximum 40 participants. FINSERV and the PARTNER INSTITUTE may mutually decide to start a batch with less than 25 students.

5. Term of the Agreement:

The term of this MOU is for 3(Three) years commencing from April 1, 2018, except Clause 3(xi) and Clause 14, which shall continue to be in force for a further period of 5 years from the date of termination of this MoU. The parties may decide to further extend the term of this MOU by mutual consent on such terms and conditions as may be agreed between them.

6. Course fees:

- i. PARTNER INSTITUTE shall charge a fee of Rs. 1,000/- (Rupees One Thousand only) to each of the participants of CPBFI towards the course fees inclusive of GST and other taxes. The fees specified here shall be valid for two years from signing of this MoU. The fees shall be reviewed on completion of this period and parties may mutually agree to revise the same from time to time.
- ii. FINSERV shall pay an amount of Rs. 500 (Rupees Five Hundred only) per student to PARTNER COLLEGE as fee subsidy. The fee subsidy shall be paid by FINSERV within 2 weeks from completion of every batch, provided the PARTNER INSTITUTE submits weekly attendance reports in prescribed format for every batch and the overall attendance of the students is in excess of 75%.
- iii. The PARTNER INSTITUTE shall ensure that no student shall be allowed to attend CPBFI without paying the full fees.



- iv. The PARTNER INSTITUTE shall submit to FINSERV, before commencement of any batch, extracts of bank statement or copies of cash receipts or a letter from the Principal or Vice-Principal confirming collection of fee from every participant.

7. Duration and contents of CPBFI:

- i. CPBFI shall commence from April 2018. The said Programme will be of about 8-week duration and will involve class room teaching of about 120 hours.
- ii. The PARTNER INSTITUTE has agreed to mobilize at least 40 students in first academic year and at least 80 students from second academic year onwards. The PARTNER INSTITUTE shall decide the batch schedule and timings and inform the schedule to FINSERV at least 45 days before commencement of the batch.
- iii. FINSERV shall arrange to make the faculty available as per the schedule informed by the PARTNER INSTITUTE.
- iv. Detailed schedule of the lectures and practical shall be given in advance to students before commencement of CPBFI.

8. Place of teaching:

- i. The class room teaching and practical shall be conducted at Poona College, Camp, Pune, 411001 by the CPBFI Official Training Partner, for up to four hours a day on such days, dates and at such timings as may be mutually decided between the parties.

9. Eligibility for CPBFI:

- i. Any student who is studying in the final year of Graduation Programme or pursuing any post-graduation programme shall be eligible to apply for admission to CPBFI.
- ii. Additionally, any fresh graduate i.e. a graduate with less than 2 years of work experience or no work experience, shall also be eligible to apply for admission to CPBFI.
- iii. Only candidates who have scored 50% or more marks in their final year graduation examination shall be eligible. In case of final year students, the marks scored by them in the second-year examination shall be considered to decide their eligibility.



- iv. Only candidates who are less than 27 years old, on the date of application, are eligible to apply for admission to CPBFI.
- v. The PARTNER INSTITUTE shall select the final list of candidates for admission based on criteria mutually agreed upon by the PARTNER INSTITUTE and FINSERV.

10. Discipline and right to expel:

- i. The participants of CPBFI shall be subject to rules of discipline/code of conduct of the PARTNER INSTITUTE during course period.
- ii. If the concerned CPBFI Official Training Partner observes a breach of code of conduct by any student, it shall immediately report the same to the CPBFI Coordinator for necessary action.
- iii. If any participant commits breach of code of conduct of the PARTNER INSTITUTE shall have full authority to expel such student for the remaining duration of CPBFI.

11. Faculty:

- i. FINSERV shall be solely responsible for arranging, through a CPBFI Official Training Partner, faculty, with requisite industry and teaching experience, and conducting CPBFI efficiently and effectively. The PARTNER INSTITUTE shall not be responsible for making any payments to the faculty of the CPBFI Official Training Partner.
- ii. Some of the lectures of CPBFI may be conducted by the experts from FINSERV as per the understanding between the parties. However, the PARTNER INSTITUTE shall not be liable to pay any amounts to FINSERV towards the said lectures and no amounts shall be deducted from the amounts payable to the PARTNER INSTITUTE.

12. Certification:

FINSERV and the PARTNER INSTITUTE shall issue a "Certificate of Completion" in "Certificate Programme in Banking, Finance and Insurance" to the eligible participants. The certificate shall carry the logos of FINSERV, the PARTNER INSTITUTE and the concerned CPBFI Training Partner.

[Handwritten signature]



13. Further Agreements:

The parties agree that, they may mutually discuss and enter into further agreements, if needed.

14. Confidentiality:

- i. The Parties agree to maintain strict secrecy and confidentiality regarding any and all Confidential Information exchanged or to be exchanged between them in relation to this Agreement.
- ii. The PARTNER INSTITUTE agrees that all the course material provided by FINSERV or the CPBFI Official Training Partner, including but not limited to CPBFI structure, curriculum, lesson plans and evaluation methods, shall be deemed to be Confidential Information.
- iii. The PARTNER INSTITUTE agrees that any of FINSERV's technical or business or other information including information given for development of any case studies / development of any program modules / contents, made available by FINSERV or its personnel to the PARTNER INSTITUTE shall be deemed to be Confidential Information.
- iv. The PARTNER INSTITUTE agrees to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to it in accordance with this clause.
- v. Information and material disclosed and provided by each party to the other party in pursuance of or in connection with performance of its obligation under this agreement shall at all times remain the sole and exclusive property of the disclosing Party.

15. Intimation about cancellation/postponement of CPBFI:

- i. If due to any cogent reasons, it appears to the PARTNER INSTITUTE that it is unable to arrange any batch as per schedule, the PARTNER INSTITUTE shall intimate about its inability to FINSERV at least 30 days in advance and the parties shall decide further schedule of CPBFI by mutual consent.



- ii. However, if such postponement or cancellation is necessitated due to any last minute, unforeseen and unavoidable circumstances like Act of God, civil commotion, strike, bandh, disruption of traffic, epidemic, war, aggression, change in Government Policy or any other similar circumstances, the PARTNER INSTITUTE shall intimate the change in schedule as early as possible after such circumstances as stated above have arisen. In such circumstances, the PARTNER INSTITUTE shall not be held liable for payment towards any loss or damages caused to FINSERV due to delay in its schedule.
- iii. If for any reason, FINSERV, decides to discontinue support for CPBFI, it shall give a written notice to the PARTNER INSTITUTE, 30 days in advance. Such notice shall not impact any batch which is already in progress on the date of notice and the terms of this agreement shall continue to apply to the running batches.

16. Amendment/Termination:

- i. Any amendment to the terms of this agreement can only be made by mutual consent of the parties.
- ii. This agreement may be terminated by either party, for breach of terms and conditions of the present agreement or otherwise, by a written notice of at least one (1) month in advance. Such notice of termination shall not interfere with the batches underway at the relevant time. Such batches shall be allowed to continue until their conclusion.

17. Applicable Law and Dispute Settlement:

- i. This agreement shall be governed by the Laws of India.
- ii. Any dispute arising between the parties in connection with or arising out of the performance of mutual obligations under this MOU shall be resolved by mutual discussion and consultation. If the dispute remained unresolved even after 30 days, then the dispute shall be referred to Dr. Shaikh Aftab Anwar, Principal, Poona College of Arts, Science and Commerce and Mr. V. Rajagopalan, President (Legal and Taxation), Bajaj Finserv Limited. The decision of Dr. Shaikh Aftab Anwar and Mr. Rajagopalan shall be final and binding on both parties.



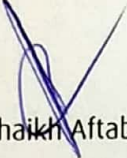
18. Originals:

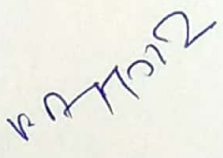
This Agreement is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have put their hands the day, month and the year first hereinabove mentioned.

For Poona College of Arts, Science and
Commerce

For Bajaj Finserv Limited

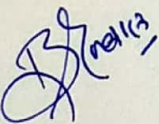

Name: Dr. Shaikh Aftab Anwar


Name: Mr. V. Rajagopalan

Designation: Principal

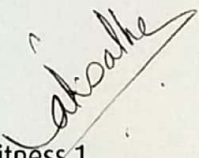
Designation: President (Legal and Taxation)

Witness 1


Full Name: Mr. Iqbal Shaikh

Designation: Vice-Principal

Witness 1


Full Name: Mr. Ajay Sathe

Designation: Head - Group Risk Management

Witness 2

Full Name-

Witness 2

Full Name:



Anjuman Khairul Islam's

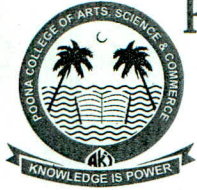
POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE

(Affiliated to Savitribai Phule Pune University: ID No. PU/PN/ASC/023/1970)

K.B. Hidayatullah Road, Camp, Pune - 411001. Maharashtra, India

Tel.: +91-20-26454240 / 26446319. Fax: +91-20-26453707

Email : principal@akipoonacollege.ac.in Website:www.akipoonacollege.ac.in



Memorandum of Understanding

This Memorandum of Understanding is made at Pune on 02nd day of November, 2016.

BETWEEN

Anjuman Khairul Islam's Poona College of Arts, Science and Commerce, located at Camp, Pune – 411001 hereinafter referred to as “**POONA COLLEGE**” (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

AND

M/s. **Global Talent Track Private Limited** a Company incorporated under the Companies Act, 1956, having its Corporate Office at 6th Floor, Delta II Building, Giga Space, Viman Nagar, Pune-411014, Maharashtra, hereinafter referred to as “**GTT**” (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the **Second Part**.

WHEREAS:

1. Poona College is an Educational institution affiliated to Savitribai Phule Pune University. The College offers various Graduate & Post Graduate Courses in Arts, Science & Commerce Streams.
2. GTT is a Training Partner associated with various corporates for providing training to the students as part of their CSR activity.
3. Poona College is willing to enter into a Memorandum of Understanding (MOU) with GTT for the skills enhancement initiative through Career Clap, the technology platform and other face to face initiatives.

Uma Ganesh

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Objective:

The objective of this MOU is to enable students of Poona College access resources that would enhance their employability.

2. Period of MOU:

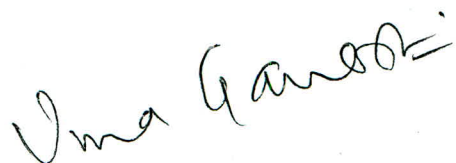
This MOU shall come into force and effect from the date of execution and shall remain valid for a period of One year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

3. Roles & Responsibilities of the College:

- a. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. It would be the responsibility of the College to ensure that proper publicity of the Program is made through College website.
- c. To encourage the Students to register for the Program by informing them about the benefits of the program.
- d. To provide all the support services and facilities to **GTT** during the conduct of the said Training Program.
- e. To coordinate with **GTT** and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by **GTT**, as per schedule communicated by **GTT**.

4. Roles & Responsibilities of GTT:

- a. **GTT** shall be responsible to provide access to employability enhancement related activities through blended learning model including use of Career Clap.



- b. GTT will arrange for assessment of its own and also arrange external assessment as required.

5. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. The students should register online through Career Clap and appear for Assessments as required.
- c. Program Coordinator to be appointed by college
- d. TPO's active support and participation is required for smooth & efficient conduct of the program

6. Commercial:

This Training Program is free of cost. GTT shall not charge any fees on whatsoever account/name from the students or the College for conducting the aforesaid training program.

7. Certification:


E-Certificates shall be awarded by GTT to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

9. Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other



party as outlined in this MOU in case such default is not rectified within such 30 days.

- b. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

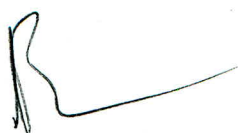
This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

12. Confidential Information:

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other



party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

13. Force Majeure:

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

14. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.



- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For Poona College of Arts,
Science and Commerce

(Authorized Signatory)

Name:

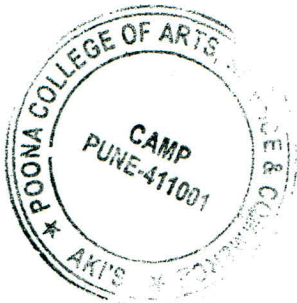
Designation:

Place:

Date:

Stamp:

Principal
Poona College of Arts, Science & Commerce
Camp, Pune - 1.



For Global Talent Track Pvt. Ltd

(Authorized Signatory)

Name: Mrs. Uma Ganesh

Designation: CEO

Place: Pune

Date:

Stamp:



Anjuman Khairul Islam's



POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE

(Affiliated to Savitribai Phule Pune University: ID No. PU/PN/ASC/023/1970)

K.B. Hidayatullah Road, Camp, Pune - 411001, Maharashtra, India

Tel.: +91-20-26454240 / 26446319. Fax: +91-20-26453707

Email : principal@aklpoonacollege.ac.in Website:www.aklpoonacollege.ac.in



MOU

This MOU is being executed on 9th SEPT, 2016 between M/s **ATS InfoTech Pvt. Ltd.** (ATS Infotech ILS) a Microsoft ITA - ATP having its Registered office at **L-107 Lajpat Nagar- II, New Delhi-110024** and Represented by **Mr. Sandlip Jethani** hence known as "Delivery Partner" (DP) and **Poona college of Arts, Science and Commerce Pune - 411 001** represented by Dr. **M. RAFIQUE SARKHAWAS** hence known as "Resource Partner."

TERMS & CONDITIONS

1. **ATS Infotech Learning Solutions / KSI** will provide the **MTA (Microsoft Global Certification Exams vouchers)** at discounted price of **Rs. 2690+ST/-** per student to the interested students of **Poona college of Arts, Science and Commerce Pune - 411 001**
2. For Minimum commitment of **60+ students**, **15% Resource Utilization Share** i.e. **Rs 403/-** per student will be paid to college for using Resources.
3. **Poona college of Arts, Science and Commerce Pune - 411 001** shall collect and release the payment (after deducting Resource Utilization fee) to **ATS Infotech Learning Solutions/KSI**.
4. The payments should be made in favor of **M/s Knowledge Solutions India** through cash/cheque/Demand Draft/NEFT/. **Knowledge Solution India** will provide accounts details to **Poona college of Arts, Science and Commerce Pune - 411 001**.

5. 100% payment to be paid in Advance. After collecting the amount ATS / Knowledge Solutions India will hand over the Global Certification Exam Vouchers to the college within 2-3 working days.
6. The fee charged is against the Microsoft Certification Vouchers (MTA) only & all the services except vouchers are complimentary / bundled free & cannot be linked anywhere at any given point of time with the release of payment to Knowledge Solutions India.
7. The duration of free workshop against purchasing the voucher would be 16 to 20 hours and timing would be decided mutually by both the parties.
8. ATS / KSI will complete the course and issue the relevant certificate(s) to enrolled students who paid the complete training fees. In case of early termination of student(s) if any then ATS Infotech would complete the course and issue the relevant certificate(s) to all students who paid the complete training fees. Notice period shall be mention in case of early termination.
9. The MOU would be effective for the academic year Aug 2016 to July 2017.
10. **Poona college of Arts, Science and Commerce Pune - 411 001** will not be liable in case of any third party claim.
11. Prices of the training module(s) to be reviewed & revised every academic year as per the cost components prevailing at the time.
12. A free Faculty Development Program on Advance Excel/Cyber Security for 2 full days will be conducted by Knowledge Solutions India for the faculties of **Poona college of Arts, Science and Commerce Pune - 411 001**.

13. 5 MTA global certification Exams vouchers will be bundled free for the staff members by ATS / KSI.

14. **ATS / Knowledge Solutions India** and **Poona college of Arts, Science and Commerce Pune - 411 001** both agrees not to disclose the confidential material, knowledge and information to anyone.

Responsibilities of ATS / Knowledge Solutions India:

1. To provide Microsoft Certification Vouchers to the enrolled students of **Poona college of Arts, Science and Commerce Pune - 411 001** at discounted price.
2. To bundle Free Workshops on Related technologies. The duration of the workshops will be approx. 16-24 hrs. (Depending on the technology.)
3. To bundle free E-learning materials for Aptitude Test and Personality Development (English Speaking) for the enrolled students.
4. To conduct Microsoft global certification exams for the Enrolled students in the college on the mutually decided dates.
5. **Poona college of Arts, Science and Commerce Pune - 411 001** will provide a lab assistant for the period of training. ATS Infotech will bear all damage expenses if done by ATS Infotech/ KSI

employee(s) in labs and college premises but college needs to prove it.

**Responsibilities Poona college of Arts, Science and Commerce
Pune - 411 001**

shall provide the Labs/ seminar room and other logistic support for programs organized by ATS Infotech Learning Solutions / KSI.

Signed by



Principal

On behalf of

Poona college of Arts,

Science and Commerce Pune - 411 001

Signed by



Marketing Manager

On behalf of

ATS / Knowledge Solutions India

L-107 Lagpat Nagar, New delhi