



Anjuman Khairul Islam's

POONA COLLEGE OF ARTS, SCIENCE & COMMERCE

- Affiliated to Savitribai Phule Pune University: ID No PU/PN/ASC/023/1970
- Junior College Index No: J-11.15.004
- Government of Maharashtra and Savitribai Phule Pune University Recognized Minority Institute
- UGC - 2(f) & 12 (B) Status • NAAC Re-accredited College • DST - FIST Funded College



K. B. Hidayatullah Road, Camp,
Pune - 411001. (MS), India



+91-20-2645 4240 / 2644 6319.



www.poonacollege.edu.in
principal@poonacollege.edu.in

Professor (Dr.) Aftab Anwar Shaikh

M.Com, Ph.D (Busi. Admin.)

PRINCIPAL



+91 98226 21579



dranwarshaikh@gmail.com

CRITERION- III

KEY INDICATOR	3.5 Collaboration
METRIC NO.	3.5.2

➤ Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the last five years

**E-COPIES OF THE MOUS WITH INSTITUTION/
INDUSTRY/ CORPORATE HOUSES DURING
THE ACADEMIC YEAR**

2017-2018

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 imbuing 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**

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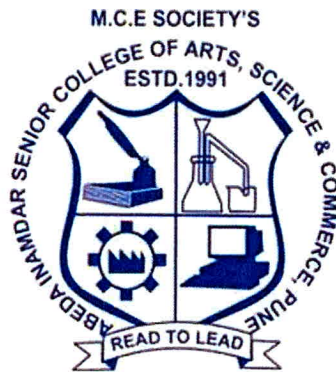
MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



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

AND



**M.C.E. Society's
ABEDA INAMDAR SENIOR COLLEGE,
AZAM CAMPUS, PUNE - 411001 (MS), India**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is signed on 06/10/2017 BY AND BETWEEN::

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

AND

Abeda Inamdar Senior College, Azam Campus, Camp, Pune – 411001 (M.S)

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.

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 imbining 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.

Abeda Inamdar Senior College, Azam Campus, Camp, Pune – 411001 (M.S)

Abeda Inamdar Senior College of Arts Science and Commerce was established by Maharashtra Cosmopolitan Education Society in the year 1991-92. The college is affiliated to Savitribai Phule Pune University. The college started its journey with one division each of B.Sc and B.Com. The Arts faculty was added in the year 1992-93 and B.Sc Computer Science was started in the year 1998. In 2001 M.Sc Computer Science began followed by MSc. Analytical Chemistry in 2002. In the very next year, 2003, the college established the Post Graduate Centres in English and Commerce. The expansion of the college continued with the establishment of the Post Graduate Centres in Microbiology and Mathematics in 2004; BBA (CA), M.Sc Analytical Chemistry and Ph.D Research Centre in Chemistry in 2005; BBA and M.A. Sociology in 2006; M.A Urdu in 2010; PhD Research Centres in Commerce and English in 2011 and M.A in Economics and Political Science in 2014.

PURPOSE

It is the statutory object of both the Institutions to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavor to provide students and teachers the necessary atmosphere and facilities for the promotion of:

- i. Innovations in education leading to restructuring of courses, new methods of teaching and learning and integral development of personality.

- ii. Studies in various disciplines
- iii. Inter-disciplinary and multi-disciplinary studies
- iv. National integration, secularism and international understanding.

NOW THEREFORE POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE, CAMP, PUNE-411001 (Maharashtra) AND ABEDA INAMDAR SENIOR COLLEGE, AZAM CAMPUS, CAMP, PUNE – 411001 (M.S)

Have intended, agreed and consented to the following terms and deeds in pursuance of a common intent to promote and develop the provisions for following collaborations

1. FIELD OF COOPERATION:

- a. Both the institutions shall evolve a mutually acceptable schedule to develop programs, hold seminars and exchange visits.
- b. **The said academic interaction and intellectual assimilation may include-**
 - i. Faculty/staff development and exchange
 - ii. Exchange of students
 - iii. Seminars, research, conferences and workshops
 - iv. Collaborations in the sharing of academic data, scientific information, intellectual property, articles and publications
 - v. Collaborative social and extension activities

2. EXCHANGE OF STUDENTS/TEACHERS:

- A. Reciprocal arrangements based on mutually acceptable terms shall be accomplished to give an impetus to collaborative research and joint projects. Teachers, researchers, guides, and students of both the institutions shall be encouraged to work in tandem in the laboratories, workshops, faculties and departments of both the institutions.


- B.** Issues relating to travel, boarding, lodging, miscellaneous expenses shall be incorporated in this Para and shall vary according to the rules, regulations and policies of every institution.

3. TERMS & CONDITIONS

- a.** The details for the efficacious implementation of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.
- b.** The parties to this memorandum may, by mutual consent, add modify, amend, delete, review or revise any tem(s) and condition(s) of this agreement.
- c.** The MOU shall remain in force for a period of Five Years from the date of its signature and seal, and may be terminated by either side by giving a six months' notice to that effect in writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.
- d.** The parties to this **MOU** undertake to treat as **CONFIDENTIAL AND PRIVILEGED** information of the other institution, which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- e.** This MOU shall require the ratification of the competent academic/executive body of both the institutions.

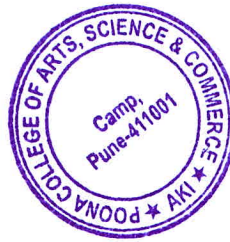
Authorized signatory on behalf of Poona College of Arts, Science & Commerce, Camp, Pune - 411001 (Maharashtra)

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

(.....)

Seal:

Date: 06/10/2017



Authorized Signatory on behalf of Abeda Inamdar Senior College, Camp, Pune- 411001 (Maharashtra)


Professor (Dr.) Shaila Bootwala,
Principal,
Abeda Inamdar Sr. College,
Camp, Pune – 411001 (Maharashtra)

(.....)

Seal:

Date:

Witnesses:

1. Mr. Iqbal N. Shaikh  2. Dr. Khurshood 





Anjuman Khairul Islam's POONA COLLEGE OF ARTS, SCIENCE & COMMERCE

K. B. Hidayatullah Road, Camp, Pune - 411001. (MS), India

- Affiliated to Savitribai Phule Pune University: ID No PU/PN/ASC/023/1970
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- NAAC Re-accredited College
- Junior College Index No: J-11.15.004
- DST - FIST Sponsored Institute

Professor (Dr.) Aftab Anwar Shaikh

M.Com, Ph.D (Busi. Admin.)

PRINCIPAL

Tel.: +91-20-2645 4240 / 2644 6319.

Email: principal@akipoonacollege.ac.in

Website : www.akipoonacollege.ac.in

'प्रयास' हिंदी उर्दू मराठी साहित्य अकादमी, पुणे.

एवं

पूना कॉलेज हिंदी विभाग,

कैम्प, पुणे - 411001.

समझौता जापन (Memorandum of Understanding)

पूना कॉलेज हिन्दी विभाग एवं 'प्रयास' हिंदी उर्दू मराठी साहित्य अकादमी, पुणे इन दो संस्थाओं के मध्य छात्रों के शैक्षिक विकास हेतु शैक्षिक, सामाजिक सहकार्य की वृद्धि हेतु सोच विचार कर निम्नलिखित कार्रवाई करने का तय हुआ है।

- युवाओं के व्यक्तित्व विकास हेतु कार्यक्रमों का आयोजन करना
- सामाजिक, सांस्कृतिक कार्यक्रमों का आयोजन करना
- हिंदी पखवाड़े का आयोजन करना
- काव्य, कहानी लेखन कार्यशाला का आयोजन करना
- कवि सम्मेलन का आयोजन करना

उपरोक्त विषयानुसार कार्रवाई करते हुए दोनों संस्थाओं के समन्वयकों ने आपसी चर्चा करके उचित कार्यप्रणाली बनाना।

इस शैक्षिक अनुबंध का कालावधि एक वर्ष का रहेगा। इस अनुबंध की तारीख से समझौता जापन का प्रारम्भ होगा। यह कालावधि दोनों संस्थाओं की लिखित सहमति से अगले वर्ष के लिए बढ़ाया जा सकता है।

दिनांक - 14 जुलाई 2017

स्थल - पुणे

प्रोफेसर डॉ. आफताब अनवर शेख

प्राचार्य, पूना कॉलेज, पुणे

Principal

Poona College of Arts, Science & Commerce

Camp, Pune-411 001

Principal's Office



ادھو مہاجن بسمل
उदय मराजन "बिस्मिल"
Chairman

"Prayas" Hindi, Urdu, Marathi Sahitya
Academy, "Vedant" Plot No. 12,
Pragati Garden, Badhe Vasti,
Mundhwa, Pune-411 036.

MEMORENDUM OF UNDERSTANDING

1. This Memorandum of Understanding is being executed on **31.08.2017** between M/s ATS InfoTech Pvt. Ltd. / Knowledge Solutions India, A Microsoft – AEP (Authorized Education Partner) having its registered office at L-107, Lajpat Nagar- II, and New Delhi-110024 and represented by Mr. Sandeep Giyyan Jjethani (Director Operations), hence for purpose of agreement known as “Delivery Partner” (DP) and A.K.I's Poona College of Arts, Science & Commerce, Pune represented by Dr. Attab Anwar shaiikh (Principal), hence for purpose of agreement known as “Resource Partner”.
2. Training will be provided free of cost by ATS/KSI to students who enroll/buy the certification exam.

3. Program Details

Sr no	Program	Total Fees	College Share	Special offer	Reg Amount	Balance Fees	Program Duration
1	Cross Platform Mobile App. Dev.	2890+ GST	15% of the exam fees	If students are having more than 50% marks in last academics they will get scholarship Rs. 500/- Rs. 2390/-+ GST	Rs 1000 + GST	RS all 1390/- + GST inclusive to be paid when free workshop, starts	20-24 hrs
1	Cyber & Mobile Security	2890+ GST	15% of the exam fees	If students are having more than 50% marks in last academics they will get scholarship Rs. 500/- Rs. 2390/-+ GST	Rs 1000 + GST	RS all 1390/- + GST inclusive to be paid when free workshop, starts	20-24 hrs

Advance Training System
 THINK OF HIGHER END TRAINING. THINK OF US

HEAD OFFICE
 L-107,Lajpat Nagar-II,nd, New Delhi - 110024. Ph. : 011-29819891, 29810297. TeleFax : 91-11-298129891. Email : info@atsinfotech.net

Corporate office

Delhi

Pune

1	Microsoft Excel	2890+ GST	15% of the exam fees	If students are having more than 50% marks in last academics they will get scholarship Rs. 500/- Rs. 2390/-+ GST	Rs 1000 + GST	RS all 1390/- + GST inclusive to be paid when free workshop, starts	20-24 hrs
1	Digital Marketing	2890+ GST	15% of the exam fees	If students are having more than 50% marks in last academics they will get scholarship Rs. 500/- Rs. 2390/-+ GST	Rs 1000 + GST	RS all 1390/- + GST inclusive to be paid when free workshop, starts	20-24 hrs

4. Fees will be directly collected by ATS / Knowledge Solutions India.
5. Students will get 2nd attempt of certification free if they fail in 1st attempt.
6. The fee charged is against Microsoft Certification exam & all other services are complimentary / bundled free & cannot be linked anywhere with the release of payment to ATS / KSI (**knowledge Solutions India**). Resource partner would provide training slots during holidays /weekends within the college premises of min 6-8 hrs. for each session either during regular college or on weekends sat/sun, after due consultation with Delivery Partner and based on the availability of trainer. The duration of the training may increase as per the level of participants & shall not be linked with the release of payments.

Signature- College Authority



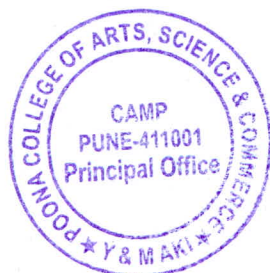
Signature – Sr. Marketing Manager



7. The tenure of the contract would be for a period of three years i.e. from 31st August 2017 to 30th August 2020, Once the agreement is signed between **Resource Partner & Delivery Partner**, the same cannot be terminated for at least one year from the signing of agreement.
8. Prices & Contents of the training module(s) may be reviewed & revised at the time of renewal of MOU.
9. Delivery Partner would provide a free faculty development program for faculties of **"Resource Partner"** and provide vouchers equivalent to 10% of students enrolled.
10. Students would be receiving the Certificates and other materials in e format.
11. **"Resource Partner"** will provide the prerequisite infrastructure like lab(s) with Computers, LCD Projector(s), internet etc. required for training.
12. In Case of any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. "However, the court of jurisdiction would be New Delhi." (Need to shift in the last in MOU).
13. **"Resource Partner"** cannot hire any resource or take services from any current ex- employee of the Delivery Partner either directly or indirectly for any full time or part time assignment (Only for mentioned modules in agreement/MOU) without the permission of the Delivery Partner for a minimum period of one year that also after the contract with the college has expired.
14. **"Resource Partner"** must follow from time to time rules / regulation & operational protocols laid down by Microsoft /other international vendors for their respective certification.
15. **"Resource Partner"** must issue a letter of successful completion once the programs is completed on college letter head.

Sig. of College Authority

Poona College of Arts, Science
& Commerce



Sanjeev Jethi
Authorized Signatory

ATS InfoTech Pvt. Ltd. / KSI



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 4th day of June 2018 at Pune

by and between

Quick Heal Foundation, registered under Bombay Public Trusts Act 1950 and obtained a registration under section 21 of the said Act, having its registered office 603 Mayfair Tower II, Wakdewadi, Shivaji Nagar Pune 411005, (hereinafter referred to as "**First Party /QHF**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Mr. Ajay Shirke, the Authorized Signatory, of QHF.

AND

Y & M AKI's Poona College of Arts, Science And Commerce, having its registered office at Camp, Pune 411001 (hereinafter referred to as "**Second Party / Poona_ACS**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Dr. Aftab Anwar Shaikh the Principal of Y & M AKI's Poona College of Arts, Science And Commerce.

QHF and Poona_ACS are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS,

- A. QHF is a non-profit, non-religious, non-political organization involved in social work with one of its key area creating cyber awareness among school children and college students by conducting seminars and workshops free of cost.
- B. Poona_ACS is affiliated to Savitribai Phule Pune University;
- C. Poona_ACS is recognized for its work, inter alia, in the development of human values in the past many years. The detailed objectives which CALC proposes to achieve are set out in Schedule I of this MoU ("hereinafter referred to as "Project").



Contact Person: **Mr. Ajay Shirke**

Mobile: +91 7028012479 | Email: ajay.shirke@quickhealfoundation.org

- D. For the purpose of implementing the Project, first party has submitted a Project Proposal dated 1st April 2018 to second party under the scheme/Project CALC to the tune of Rs. (Not applicable) As per schedule III as a grant which shall be utilized by second party for meeting the Project Cost (more particularly set out in Schedule III).
- E. Therefore, to further the objectives of the Project under CALC, QHF has agreed to provide upto a sum of Rs. (Not applicable) As per schedule III as grant ("Grant Amount"). The Grant Amount shall be provided to Second Party only after successfully and satisfactory implementation of the Project;

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

I. DEFINITIONS

1.1 In this MoU, unless the context otherwise so requires, the following expressions shall have the meanings as set out against each of it, v.i.z.:

- (i) "**Authority**" shall mean and include any applicable legislative body, regulatory or administrative authority, agency or commission, or any court, board, bureau, instrumentality, tribunal, or judicial or quasi-judicial or arbitral body having authority of law;
- (ii) "**Business Day**" shall mean a day on which the office of the First Party as described in this MoU, or such other office as may be notified by the First Party to the Second Party, is open for normal business transactions;
- (iii) "**Constitutional Documents**" shall mean the registration documents of Second Party filed at the time of its registration and any amendments thereto;
- (iv) "**Facility Agreements/Documents**" shall collectively mean and include this MoU, CSR Guidelines, Project Proposal, Proposal Documents, Project Approval, Board Resolutions issued by the First Party in respect of Grant Amount to the Second Party and all or any other MoUs, instruments, undertakings, deeds, writings and other documents executed or entered into, or to be executed or entered into by the Second Party and/or any other person (whether financing, security or otherwise) in relation to or pertaining to the transactions contemplated by or under this MoU and/or the other Facility Agreements, as amended from time to time;
- (v) "**Grant Amount**" shall mean an amount of a sum up to Rs. As per schedule III, which the First Party had agreed to provide to the Second Party for the implementation of the Project;
- (vi) "**Project Monitor**" shall mean an authorized person appointed from time to time by the First Party from time to time at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project under this MoU;
- (vii) "**Law**" shall mean and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorization, order, directive, permit, judgment, decree having the force of law and shall include any re-enactment, substitution or amendment thereof that is applicable to any transactions contemplated herein and/or to any other Facility Agreement, and/or to any of the respective Parties



to this MoU and/or any Facility Agreements. The term 'Law' shall not include the Governing Law;

- (viii) **"Material Adverse Effect"** shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this MoU;
- (ix) **"Project Approval"** shall mean the approval granted in response to the Project Proposal mentioning *inter-alia* the amount.;
- (x) **"Project Documents"** shall mean all the manuals, records, registers and all other documents maintained by the Second Party exclusively in relation to the implementation and progress of the Project;
- (xi) **"Project Monitoring Report"** shall mean the report containing the monitoring and status of implementation of the Project on various parameters as per terms of this MoU including but not limited to the provisioning of travel, boarding and lodging to the student/participant by the Second Party, training provided to the student/participant, provisioning of internship opportunities to the student/participant during the course of training with or without basic stipend;
- (xii) **"Project Proposal"** shall mean the proposal submitted by the Second Party for the Grant Amount required for implementing the Project, mentioning *inter-alia* the project cost, benefits from the Project etc., the copy of the same is annexed herewith as Schedule V;
- (xiii) **"Schedule(s)"** means the Schedule(s) to this MoU and which forms an integral part of this MoU;
- (xiv) **"Taxes"** shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority;
- (xv) **"Term"** shall have the meaning ascribed to it under Article V;
- (xvi) **"Certificate"** shall mean the certificate to be submitted by the Second Party at the end of every quarter on the progress/update on the Project.

II. GENERAL TERMS

- 2.1 (i) The First Party hereby agrees to release the Grant Amount up to a sum of Rs. (Not applicable) As per schedule III on successfully and satisfactory completion of the Project.;
- (ii) The Second Party further agrees to perform the Project as per the Project Proposal and shall comply with the said guidelines and amendments thereto, if any;
- (iii) The Second Party shall select students/participants in the Project in accordance with the student/participant eligibility criteria as detailed in Schedule II. It is however clarified that such selection of students/participants shall be as per Second Party's requirements and at its sole discretion thereto.
- (iv) The disbursements of the Grant Amount shall be made by the First Party as per the disbursement schedule provided in Schedule III of this MoU;



- (v) The disbursements shall be credited by the First Party into a separate/ designated bank account of the Second Party for grants disbursed under this MoU. All the related collection/remittance/other charges in relation to obtaining the Grant Amount will be borne by the Second Party;
- (vi) The First Party, in its own discretion, may reduce the Grant Amount, for each student/participant that withdraws from the Project and is not replaced by the Second Party, by average participant cost as detailed in Schedule III for the period that a place was unfilled. The First Party shall however be obliged to reimburse all amounts incurred by the Second Party in respect of such withdrawn (and not replaced) student. In addition, any excess amounts incurred by the Second Party in relation to the training for the incumbent student shall also be reimbursed by the First Party;
- (vii) The Second Party shall be severally liable to comply and fulfill all its obligations under this MoU;
- (viii) If the Second Party fails, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this MoU or in connection with any other Facility Agreements on its part to be observed and performed or in case of occurrence of any Material Adverse Effect ("Default"), then the First Party shall give written notice to Second Party to rectify the said default within a period of 30 days, failing which the First Party shall be entitled to initiate appropriate legal proceedings including termination along with damages, interests and expenses without prejudice to any other right or remedy which the First Party may have under this MoU or otherwise in law..
- (ix) The Second Party agrees that if as a result of review by the First Party or 'Project Monitor', it is of the opinion that the Second Party has not implemented/nor is likely to implement the Project within the Project Cost as provided in Schedule III and/or in accordance with the financing plan as per the Project Proposal, the First Party shall be entitled to terminate this MoU;
- (x) Notwithstanding termination of this MoU, the Second Party's obligations shall be limited only to complete the training to the enrolled students/participants of the Project as per the Project Proposal for which the First Party shall reimburse the accrued costs as per the terms and conditions of this MoU. It is further agreed that in the event of termination of the MOU, the Second Party shall not be under any obligation to continue enrolment of any new students/participants;
- (xi) The Second Party may apply and/or obtain any loan or further grant from any third party during the term of this MoU in respect of the Purpose/Project only with the prior written approval of First Party other than what has been approved in the Project Proposal;
- (xii) The Second Party shall submit all necessary and relevant documents as per the Project Proposal to the complete satisfaction of the First Party and shall submit a certificate within one month of the completion of the training to the students enrolled under the Project.



III. SECOND PARTY'S REPRESENTATIONS AND WARRANTIES

3.1 Second Party hereby makes the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every respect as on the date of this MoU and shall remain true, correct, valid and subsisting in every respect as on the date of each disbursement by the First Party hereunder:-

- i) That the information given in the Project Proposal and any prior or subsequent information or explanation furnished by the Second Party to the First Party are true, bona fide and accurate in all material respects.
- ii) That the Second Party is duly incorporated and validly existing under the Laws of India and is in compliance of all applicable laws and possesses all statutory approvals and compliance for the execution of this MoU and the other Facility Agreements and for implementation of the Project.
- iii) That the Second Party does not violate any covenants, conditions and stipulations of any of its existing agreement and shall at all times abide by all the terms and conditions of this MoU and other Facility Agreement(s).
- iv) It has the necessary infrastructure and assistance of high reputes along with appropriate content, technical inputs and instruments required for implementing the Project.

IV. COVENANTS

4.1 During the subsistence of this Project and/or the MoU, the Second Party hereby agrees to:

(i) Promptly notify the First Party;

- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the Second Party hereunder becoming untrue, incorrect or misleading in any manner;
- (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a Material Adverse Effect on the Project;
- (c) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God;

(ii) Deliver to the First Party:

- (a) Project Monitoring/Implementation Reports agreed upon by both parties shall be submitted by the Second Party to the First Party demonstrating the status of the Project every quarter on the Second Party letter head; any other document as may be reasonably required by the First Party to implement the Project as per the terms of this MoU.

V. TERM AND TERMINATION

5.1 This MoU shall be effective from 1-April-18 ("Effective Date") and shall continue to be in effect for a period of 12 months till 31-March-19 or completion of the Project whichever is earlier ("Term"). However, upon expiry of the Term, the Parties may renew this Agreement for further period on mutually agreed terms and conditions.



5.2 The First Party may terminate or suspend this MoU, upon Fifteen (15) days written notice to the Second Party, in whole or in part for any material breach committed by the Second Party or upon happening of an event of Default under this MoU. Provided, that any portion of this MoU that is not terminated or suspended shall remain in force and effect.

VI. ASSIGNMENT

6.1 The Second Party shall not be entitled to assign any of its rights, benefits or obligations under this MoU and/or any other Facility Agreements without written consent of the First Party;

6.2 Save as aforesaid, this MoU shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

VII. GENERAL

7.1 Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the Second Party's last known address and/or the address as specified hereto.

First Party: QUICK HEAL FOUNDATION

Registered office: Quick Heal Technologies Pvt. Ltd.,

Office No. 603 , Mayfair Tower 2, Wakdewadi Shivaji Nagar Pune - 411 004

Kind Attn.: Mr. Ajay Shirke

Fax & E-mail: ajay.shirke@quickhealfoundation.org

Second Party: Y & M AKI's Poona College of Arts, Science and Commerce

Registered office: Camp, Pune -411001

Kind Attn.: Dr. Aftab Anwar Shaikh

Phone no. & E-mail: 02026454249 / 9822621579 / dranwarshaikh@gmail.com

Single Point of contact (SPOC) Person: Ms. Shabana Mulla

Phone no. & E-mail: 9766871357 / mulla.shabana@gmail.com

7.2 Time shall be the essence of this MoU in so far as it relates to the observance or performance by the Second Party of all or any of its obligations hereunder.

7.3 This MoU represents the entire MoU in respect of the Grant Amount between the parties and shall be capable of variation in writing by a note of amendment ("**Note of Amendment**") signed by an authorized representative on behalf of the First Party and the Second Party.

7.4 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India. The parties hereto agree that the courts at Pune will have exclusive jurisdiction over the disputes arising out of this MoU.

7.5 The Parties understand and agree that in the course of Project execution under this MoU, it may have access to the documents which is confidential in nature. The Parties and its representative/employees shall be bound by the confidentiality obligations.

7.6 Parties acknowledges and agrees that either Party shall be the sole and exclusive owner of all its own work product and all patents, inventions, copyrights, trademarks, trade secrets,


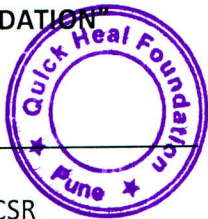



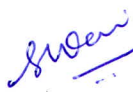

computer software code, confidential information and other intellectual property or proprietary rights as may exist before the execution of this MoU.

7.7 Dispute Resolution

- a) Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this MoU) arising out of, or relating to this MoU including interpretation of its terms will be resolved through joint discussions of the Authorized Representatives of the Parties.
- b) If any such claim, dispute or difference cannot be resolved through such joint discussions within 30 (thirty) days of the date of the notice of such dispute, then the matter will be referred for adjudication to the arbitration by nominating one Arbitrator mutually by Parties, and finally resolved by arbitration in Pune, India.
- c) Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force which provisions are deemed to be incorporated by reference into this clause.
- d) The language of the arbitration shall be English. The award shall be final and binding on Parties.
- e) Where reference to the courts is necessary, the Parties hereby submit to the exclusive jurisdiction of the courts at Pune, India.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL'S

<p>SIGNED SEALED AND DELIVERED For "QUICK HEAL FOUNDATION"</p> <p></p> <p>Name: Mr. Ajay Shirke Designation: Manager, CSR</p> <p></p>	<p>SIGNED SEALED AND DELIVERED For "Poona College of Arts, Science and Commerce"</p> <p></p> <p>Name: Dr. Aftab Anwar Shaikh Designation: Principal</p>
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<p>Witness</p> <p></p> <p>Name: Sugandha Dani Designation: Executive, CSR</p>	<p>Witness</p> <p></p> <p>Name: Iqbal N Shaikh Designation: IQAC Coordinator</p>
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SCHEDULE I

ACTIVITES CONDUCTED

1. Online course on "Cyber Security Awareness"

Objective:

to create cyber security awareness among youths by teaching them netiquettes and prevent them from getting victimized from cyber criminals not indulged in any activity which leads to cyber crime

2. Earn & Learn Scheme:

Objective:

To appoint IT students as volunteers and groom them by giving required training of personality development which includes public speaking skills, confidence building, presentation skills and team building and spread cyber security awareness among school children through them. Stipend to be paid for it along with intern certificate on successful completion of the activity.

3. Faculty Development Program

Objective:

To develop professional "C, C++" Programmers required by IT security industry by training computer science faculties as per the IT industry norms free of cost. The faculties will train the students as per industry standards and make them job ready which will increase employment in turn reduce in-house training time of industry.

4. Web Portal (Regular / Impact Partner)

Objective:

To use & contribute to web portal contents on "C Language" to enhance skills of computer science students required to serve in IT security industry.

SCHEDULE II

ELIGIBILITY CRITERIA FOR STUDENTS / PARTICIPANTS IN THE PROJECT

a. ELIGIBLE STUDENTS/PARTICIPANTS:

- a. For Online Exam: Eligible student should be student of BCA, B.Sc.(CS/IT), MCA or M.Sc.(CS/IT), BE Full-time course
- b. For Earn & Learn Scheme: Eligible student should be student of BCA, B.Sc.(CS/IT), MCA or M.Sc.(CS/IT), BE Full-time course
- c. For FDP: Eligible faculty should be teaching C, C++ in current / previous academic year.
- d. For Web Portal: All computer Science students



- b. Web Portal Impact Partners
 - a. Should provide infrastructure to Quick Heal trainer to conduct training of students (5 Hrs)
 - b. Continuously monitor the parameters and update Quick Heal Foundation on the same as and when required.

SCHEDULE III

PROJECT COST & DISBURSEMENT SCHEDULE

1. Rs. 500/- Stipend per presentation for student volunteer working under Earn & Learn scheme and successfully completed 5 presentations where each presentation has at least 200 participants.
2. Rs. 200/- per presentation for faculty / college to take ownership of monitoring conduction of successful presentations by students and reporting in prescribed format to QHF.
3. Disbursement of payment will be done only after receipt of required documents.
4. Presentations must be done with Quick Heal Foundation's banner.
5. Feedback forms must have signature and stamp of school authority.
6. In-charge - Faculty deputed to monitor Earn & Learn activity must monitor presentation schedule and inform it to QHF time to time

SCHEDULE IV

PROJECT PROPOSAL

To form Cyber Awareness Literacy Cell (CALC) in college and to conduct following activities:

1. Online course on "Cyber Security Awareness"

- a. Enroll for course
- b. Download course ware & Study
- c. Appear for online test
- d. Receive e-Certificate for participation

Number of beneficiary: students pursuing BCA, B.Sc. (CS/IT), MCA, M.Sc.(CS/IT)

2. Earn & Learn Scheme:

- a. To select volunteers.
- b. Train them to give presentations in schools.
- c. Provide volunteers with banner, presentation's soft copy and feedback form, permission letter format
- d. Provide faculty in charge with formats of reporting
- e. Volunteers collect feedback from school authority after presentation
- f. Faculty in charge submits all reports to QHF



- g. Quick Heal foundation transfers amount due to college account
 - h. Stipend is paid to volunteers
 - i. Signed vouchers to be submitted to QHF
 - j. QHF issues internship letter to volunteers
- Number of beneficiary: Will be decided by mutual consent

3. Faculty Development Program

- a. QHF trainer will train faculties to enhance skill-set as per industry requirement
- b. Faculties will train students as per guidelines of QHF trainer

4. Web Portal Impact Partner:

- a. Provide required details of placement and result for last 2 years
- b. Enroll students on web portal
- c. Provide required infrastructure (As per schedule II) to QHF trainer
- d. Select students participating in training, monitor progress and report to Quick Heal Foundation
- e. Conduct competitions

SCHEDULE IV

ACTIVITIES AGREED TO CONDUCT

1. Online course on "Cyber Security Awareness"
2. Earn & Learn Scheme
3. Faculty Development Program
4. Web portal Impact / ordinary partner



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 1st day of April 2019 at Pune

by and between

Quick Heal Foundation, registered under Bombay Public Trusts Act 1950 and obtained a registration under section 21 of the said Act, having its registered office 603 Mayfair Tower II, Wakdewadi, Shivaji Nagar Pune 411005, (hereinafter referred to as "**First Party /QHF**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Mr. Ajay Shirke, the Authorized Signatory, of QHF.

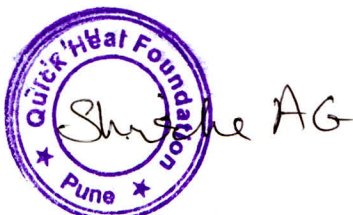
AND

Y & M AKI's Poona College of Arts, Science & Commerce having its registered office at Camp, Pune – 411001 (hereinafter referred to as "**Second Party / Poona_ASC**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Dr. Aftab Anwar Shaikh the Principal of Y & M AKI's Poona College of Arts, Science & Commerce.

QHF and / Poona_ASC are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS,

- A. QHF is a non-profit, non-religious, non-political organization involved in social work with one of its key area creating cyber awareness among school children and college students by conducting seminars and workshops free of cost.
- B. Poona_ASC is affiliated to Savitribai Phule Pune University;
- C. Poona_ASC is recognized for its work, inter alia, in the development of human values in the past many years. The detailed objectives which CALC proposes to achieve are set out in Schedule I of this MoU ("hereinafter referred to as "Project").



Shirke AG

Contact Person: **Mr. Ajay Shirke**
Mobile: +91 7028012479 | Email: ajay.shirke@quickhealfoundation.org

- D. For the purpose of implementing the Project, first party has submitted a Project Proposal dated 1st April 2019 to second party under the scheme/Project CALC to the tune of Rs. (Not applicable) As per schedule III as a grant which shall be utilized by second party for meeting the Project Cost (more particularly set out in Schedule III).
- E. Therefore, to further the objectives of the Project under CALC, QHF has agreed to provide upto a sum of Rs. (Not applicable) As per schedule III as grant ("Grant Amount"). The Grant Amount shall be provided to Second Party only after successfully and satisfactory implementation of the Project;

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

I. DEFINITIONS

1.1 In this MoU, unless the context otherwise so requires, the following expressions shall have the meanings as set out against each of it, v.i.z.:

- (i) "**Authority**" shall mean and include any applicable legislative body, regulatory or administrative authority, agency or commission, or any court, board, bureau, instrumentality, tribunal, or judicial or quasi-judicial or arbitral body having authority of law;
- (ii) "**Business Day**" shall mean a day on which the office of the First Party as described in this MoU, or such other office as may be notified by the First Party to the Second Party, is open for normal business transactions;
- (iii) "**Constitutional Documents**" shall mean the registration documents of Second Party filed at the time of its registration and any amendments thereto;
- (iv) "**Facility Agreements/Documents**" shall collectively mean and include this MoU, CSR Guidelines, Project Proposal, Proposal Documents, Project Approval, Board Resolutions issued by the First Party in respect of Grant Amount to the Second Party and all or any other MoUs, instruments, undertakings, deeds, writings and other documents executed or entered into, or to be executed or entered into by the Second Party and/or any other person (whether financing, security or otherwise) in relation to or pertaining to the transactions contemplated by or under this MoU and/or the other Facility Agreements, as amended from time to time;
- (v) "**Grant Amount**" shall mean an amount of a sum up to Rs. As per schedule III, which the First Party had agreed to provide to the Second Party for the implementation of the Project;
- (vi) "**Project Monitor**" shall mean an authorized person appointed from time to time by the First Party from time to time at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project under this MoU;
- (vii) "**Law**" shall mean and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorization, order, directive, permit, judgment, decree having the force of law and shall include any re-enactment, substitution or amendment thereof that is applicable to any transactions contemplated herein and/or to any other Facility Agreement, and/or to any of the respective Parties



to this MoU and/or any Facility Agreements. The term 'Law' shall not include the Governing Law;

- (viii) **"Material Adverse Effect"** shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this MoU;
- (ix) **"Project Approval"** shall mean the approval granted in response to the Project Proposal mentioning *inter-alia* the amount.;
- (x) **"Project Documents"** shall mean all the manuals, records, registers and all other documents maintained by the Second Party exclusively in relation to the implementation and progress of the Project;
- (xi) **"Project Monitoring Report"** shall mean the report containing the monitoring and status of implementation of the Project on various parameters as per terms of this MoU including but not limited to the provisioning of travel, boarding and lodging to the student/participant by the Second Party, training provided to the student/participant, provisioning of internship opportunities to the student/participant during the course of training with or without basic stipend;
- (xii) **"Project Proposal"** shall mean the proposal submitted by the Second Party for the Grant Amount required for implementing the Project, mentioning *inter-alia* the project cost, benefits from the Project etc., the copy of the same is annexed herewith as Schedule V;
- (xiii) **"Schedule(s)"** means the Schedule(s) to this MoU and which forms an integral part of this MoU;
- (xiv) **"Taxes"** shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority;
- (xv) **"Term"** shall have the meaning ascribed to it under Article V;
- (xvi) **"Certificate"** shall mean the certificate to be submitted by the Second Party at the end of every quarter on the progress/update on the Project.

II. GENERAL TERMS

- 2.1 (i) The First Party hereby agrees to release the Grant Amount up to a sum of Rs. (Not applicable) As per schedule III on successfully and satisfactory completion of the Project.;
- (ii) The Second Party further agrees to perform the Project as per the Project Proposal and shall comply with the said guidelines and amendments thereto, if any;
- (iii) The Second Party shall select students/participants in the Project in accordance with the student/participant eligibility criteria as detailed in Schedule II. It is however clarified that such selection of students/participants shall be as per Second Party's requirements and at its sole discretion thereto.
- (iv) The disbursements of the Grant Amount shall be made by the First Party as per the disbursement schedule provided in Schedule III of this MoU;



- (v) The disbursements shall be credited by the First Party into a separate/ designated bank account of the Second Party for grants disbursed under this MoU. All the related collection/remittance/other charges in relation to obtaining the Grant Amount will be borne by the Second Party;
- (vi) The First Party, in its own discretion, may reduce the Grant Amount, for each student/participant that withdraws from the Project and is not replaced by the Second Party, by average participant cost as detailed in Schedule III for the period that a place was unfilled. The First Party shall however be obliged to reimburse all amounts incurred by the Second Party in respect of such withdrawn (and not replaced) student. In addition, any excess amounts incurred by the Second Party in relation to the training for the incumbent student shall also be reimbursed by the First Party;
- (vii) The Second Party shall be severally liable to comply and fulfill all its obligations under this MoU;
- (viii) If the Second Party fails, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this MoU or in connection with any other Facility Agreements on its part to be observed and performed or in case of occurrence of any Material Adverse Effect ("Default"), then the First Party shall give written notice to Second Party to rectify the said default within a period of 30 days, failing which the First Party shall be entitled to initiate appropriate legal proceedings including termination along with damages, interests and expenses without prejudice to any other right or remedy which the First Party may have under this MoU or otherwise in law..
- (ix) The Second Party agrees that if as a result of review by the First Party or 'Project Monitor', it is of the opinion that the Second Party has not implemented/nor is likely to implement the Project within the Project Cost as provided in Schedule III and/or in accordance with the financing plan as per the Project Proposal, the First Party shall be entitled to terminate this MoU;
- (x) Notwithstanding termination of this MoU, the Second Party's obligations shall be limited only to complete the training to the enrolled students/participants of the Project as per the Project Proposal for which the First Party shall reimburse the accrued costs as per the terms and conditions of this MoU. It is further agreed that in the event of termination of the MOU, the Second Party shall not be under any obligation to continue enrolment of any new students/participants;
- (xi) The Second Party may apply and/or obtain any loan or further grant from any third party during the term of this MoU in respect of the Purpose/Project only with the prior written approval of First Party other than what has been approved in the Project Proposal;
- (xii) The Second Party shall submit all necessary and relevant documents as per the Project Proposal to the complete satisfaction of the First Party and shall submit a certificate within one month of the completion of the training to the students enrolled under the Project.



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3.1 Second Party hereby makes the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every respect as on the date of this MoU and shall remain true, correct, valid and subsisting in every respect as on the date of each disbursement by the First Party hereunder:-

- i) That the information given in the Project Proposal and any prior or subsequent information or explanation furnished by the Second Party to the First Party are true, bona fide and accurate in all material respects.
- ii) That the Second Party is duly incorporated and validly existing under the Laws of India and is in compliance of all applicable laws and possesses all statutory approvals and compliance for the execution of this MoU and the other Facility Agreements and for implementation of the Project.
- iii) That the Second Party does not violate any covenants, conditions and stipulations of any of its existing agreement and shall at all times abide by all the terms and conditions of this MoU and other Facility Agreement(s).
- iv) It has the necessary infrastructure and assistance of high repute along with appropriate content, technical inputs and instruments required for implementing the Project.

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4.1 During the subsistence of this Project and/or the MoU, the Second Party hereby agrees to:

(i) Promptly notify the First Party;

- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the Second Party hereunder becoming untrue, incorrect or misleading in any manner;
- (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a Material Adverse Effect on the Project;
- (c) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God;

(ii) Deliver to the First Party:

- (a) Project Monitoring/Implementation Reports agreed upon by both parties shall be submitted by the Second Party to the First Party demonstrating the status of the Project every quarter on the Second Party letter head; any other document as may be reasonably required by the First Party to implement the Project as per the terms of this MoU.

V. TERM AND TERMINATION

5.1 This MoU shall be effective from 1-April-19 ("Effective Date") and shall continue to be in effect for a period of 12 months till 31-March-20 or completion of the Project whichever is earlier ("Term"). However, upon expiry of the Term, the Parties may renew this Agreement for further period on mutually agreed terms and conditions.



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6.1 The Second Party shall not be entitled to assign any of its rights, benefits or obligations under this MoU and/or any other Facility Agreements without written consent of the First Party; 6.2 Save as aforesaid, this MoU shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

VII. GENERAL

7.1 Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the Second Party's last known address and/or the address as specified hereto.

First Party: QUICK HEAL FOUNDATION

Registered office: Quick Heal Technologies Pvt. Ltd.,
Office No. 603 , Mayfair Tower 2, Wakdewadi Shivaji Nagar Pune - 411 004
Kind Attn.: Mr. Ajay Shirke
Fax & E-mail: ajay.shirke@quickhealfoundation.org

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

Address: Camp, Pune 411001
Kind Attn.: Dr. Aftab Anwar Shaikh
Phone no. & E-mail: 9822621579 / dranwarshaikh@gmail.com

Single Point of contact (SPOC) Person: Ms. Shabana Mulla

Phone no. & E-mail: 9766871357 / mulla.shabana@gmail.com

7.2 Time shall be the essence of this MoU in so far as it relates to the observance or performance by the Second Party of all or any of its obligations hereunder.

7.3 This MoU represents the entire MoU in respect of the Grant Amount between the parties and shall be capable of variation in writing by a note of amendment ("**Note of Amendment**") signed by an authorized representative on behalf of the First Party and the Second Party.

7.4 This MoU shall be governed and interpreted by and construed in accordance with the laws of India. The parties hereto agree that the courts at Pune will have exclusive jurisdiction over the disputes arising out of this MoU.

7.5 The Parties understand and agree that in the course of Project execution under this MoU, it may have access to the documents which is confidential in nature. The Parties and its representative/employees shall be bound by the confidentiality obligations.

7.6 Parties acknowledges and agrees that either Party shall be the sole and exclusive owner of all its own work product and all patents, inventions, copyrights, trademarks, trade secrets,

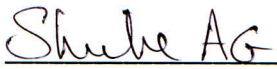




computer software code, confidential information and other intellectual property or proprietary rights as may exist before the execution of this MoU.

7.7 Dispute Resolution

- a) Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this MoU) arising out of or relating to this MoU including interpretation of its terms will be resolved through joint discussions of the Authorized Representatives of the Parties.
- b) If any such claim, dispute or difference cannot be resolved through such joint discussions within 30 (thirty) days of the date of the notice of such dispute, then the matter will be referred for adjudication to the arbitration by nominating one Arbitrator mutually by Parties, and finally resolved by arbitration in Pune, India.
- c) Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force which provisions are deemed to be incorporated by reference into this clause.
- d) The language of the arbitration shall be English. The award shall be final and binding on Parties.
- e) Where reference to the courts is necessary, the Parties hereby submit to the exclusive jurisdiction of the courts at Pune, India.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL'S

<p>SIGNED SEALED AND DELIVERED For "QUICK HEAL FOUNDATION"  Name: Mr. Ajay Shirke Designation: Sr. Manager, CSR</p> 	<p>SIGNED SEALED AND DELIVERED For "Y & M AKI's Poona College of Arts, Science & Commerce"  Name: Dr. Aftab Anwar Shaikh Designation: Principal</p> 
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<p>Witness  Name: Sugandha Dani Designation: Executive CSR</p>	<p>Witness Name: Designation:</p>
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SCHEDULE I ACTIVITES CONDUCTED

1. Online course on "Cyber Security Awareness"

Objective:

to create cyber security awareness among youths by teaching them netiquettes and prevent them from getting victimized from cyber criminals not indulged in any activity which leads to cyber crime

2. Earn & Learn Scheme:

Objective:

To appoint IT students as volunteers and groom them by giving required training of personality development which includes public speaking skills, confidence building, presentation skills and team building and spread cyber security awareness among school children through them. Stipend to be paid for it along with intern certificate on successful completion of the activity.

3. Faculty Development Program

Objective:

To develop professional "C, C++" Programmers required by IT security industry by training computer science faculties as per the IT industry norms free of cost. The faculties will train the students as per industry standards and make them job ready which will increase employment in turn reduce in-house training time of industry.

4. Web Portal (Regular / Impact Partner)

Objective:

To use & contribute to web portal contents on "C Language" to enhance skills of computer science students required to serve in IT security industry.

SCHEDULE II

ELIGIBILITY CRITERIA FOR STUDENTS / PARTICIPANTS IN THE PROJECT

a. ELIGIBLE STUDENTS/PARTICIPANTS:

- a. For Online Exam: Eligible student should be student of BCA, B.Sc.(CS/IT), MCA or M.Sc.(CS/IT), BE Full-time course
- b. For Earn & Learn Scheme: Eligible student should be student of BCA, B.Sc.(CS/IT), MCA or M.Sc.(CS/IT), BE Full-time course
- c. For FDP: Eligible faculty should be teaching C, C++ in current / previous academic year.
- d. For Web Portal: All computer Science students



b. Web Portal Impact Partners

- a. Should provide infrastructure to Quick Heal trainer to conduct training of students (5 Hrs)
- b. Continuously monitor the parameters and update Quick Heal Foundation on the same as and when required.

SCHEDULE III

PROJECT COST & DISBURSEMENT SCHEDULE

1. Rs. 500/- Stipend per presentation for student volunteer working under Earn & Learn scheme and successfully completed 5 presentations where each presentation has at least 200 participants.
2. Rs. 200/- per presentation for faculty / college to take ownership of monitoring conduction of successful presentations by students and reporting in prescribed format to QHF.
3. Disbursement of payment will be done only after receipt of required documents.
4. Presentations must be done with Quick Heal Foundation's banner.
5. Feedback forms must have signature and stamp of school authority.
6. In-charge - Faculty deputed to monitor Earn & Learn activity must monitor presentation schedule and inform it to QHF time to time

SCHEDULE IV

PROJECT PROPOSAL

To form Cyber Awareness Literacy Cell (CALC) in college and to conduct following activities:

1. Online course on "Cyber Security Awareness"

- a. Enroll for course
- b. Download course ware & Study
- c. Appear for online test
- d. Receive e-Certificate for participation

Number of beneficiary: students pursuing BCA, B.Sc. (CS/IT), MCA, M.Sc.(CS/IT)

2. Earn & Learn Scheme:

- a. To select volunteers.
- b. Train them to give presentations in schools.
- c. Provide volunteers with banner, presentation's soft copy and feedback form, permission letter format



- d. Provide faculty in charge with formats of reporting
 - e. Volunteers collect feedback from school authority after presentation
 - f. Faculty in charge submits all reports to QHF
 - g. Quick Heal foundation transfers amount due to college account
 - h. Stipend is paid to volunteers
 - i. Signed vouchers to be submitted to QHF
 - j. QHF issues internship letter to volunteers
- Number of beneficiary: Will be decided by mutual consent

3. Faculty Development Program

- a. QHF trainer will train faculties to enhance skill-set as per industry requirement
- b. Faculties will train students as per guidelines of QHF trainer

4. Web Portal Impact Partner:

- a. Provide required details of placement and result for last 2 years
- b. Enroll students on web portal
- c. Provide required infrastructure (As per schedule II) to QHF trainer
- d. Select students participating in training, monitor progress and report to Quick Heal Foundation
- e. Conduct competitions

SCHEDULE IV

ACTIVITIES AGREED TO CONDUCT

1. Online course on "Cyber Security Awareness"
2. Earn & Learn Scheme
3. Faculty Development Program
4. Web portal Impact / ordinary partner



MEMORANDUM OF UNDERSTANDING (MoU)

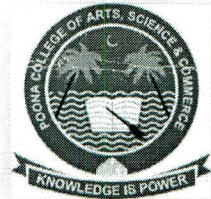
For Academic Exchange and Co-operation

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:-

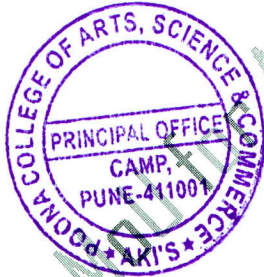
The MoU between the Research Culture Society, Gujarat and Poona College of Arts, Science & Commerce, Camp, Pune-01 shall not come in the way of either partner from collaboration with the third party.


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

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

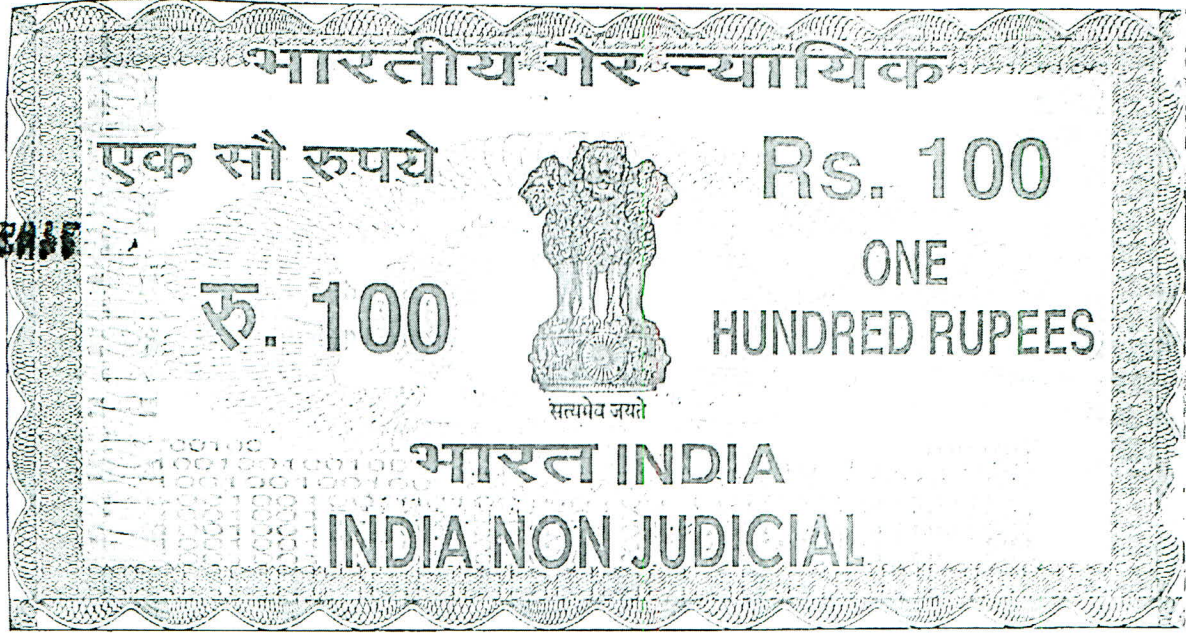

Principal
(Dr. Aftab Anwar Shaikh)
Poona College of Arts, Science &
Commerce, Camp, Pune-01 (MS) INDIA.

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
5 - 6 MAR 2018
सदस्य अधिकारी

श्रीमती. एस. वि. मसूरकर



MEMORANDUM OF UNDERSTANDING

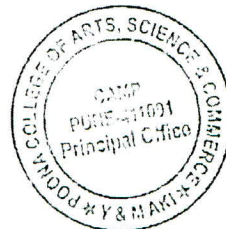
This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this the 13 day of March, 2018 (hereinafter referred to as the "Effective Date") at Mumbai:

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:

- a. 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.
- b. 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.
- c. This MOU constitutes legal valid and binding obligations enforceable against it in accordance with the terms hereof.
- d. 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

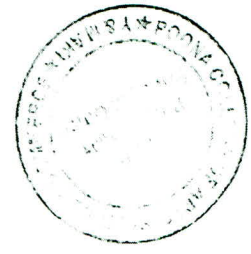
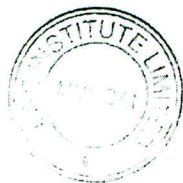
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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

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 

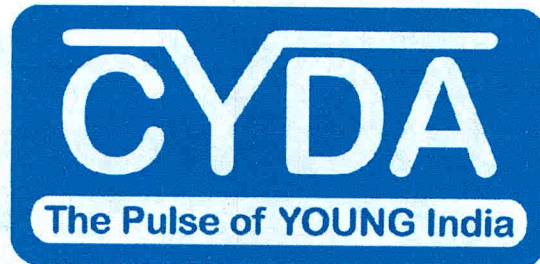
2) Iqbal N. Shaikh 

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

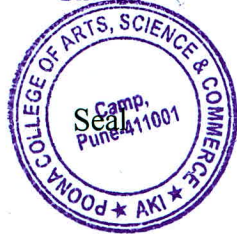
- I) To organize activities and programs to support students' with their education beyond syllabus and understanding appropriate social behavior and one's rights.
- II) Introducing skill development opportunities for students in order to enhance their employability and instil in them an urge to work 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.

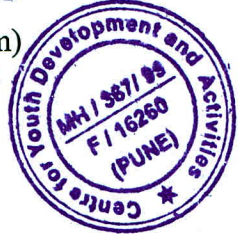
For Poona College of Arts, Science
and Commerce,

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



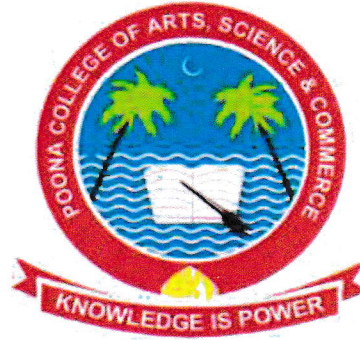
Seal

Witness

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

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

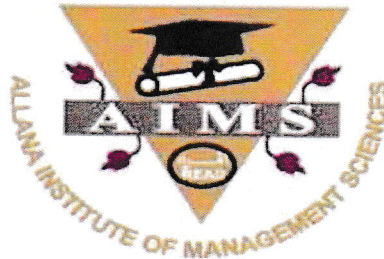


A.K.I's

POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE

CAMP, PUNE-411001 (MS), India

AND



M.C.E.S's

Allana Institute of Management Sciences

Azam Campus, Pune - 411001 (MS) India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is signed on 15/12/2017 BY AND BETWEEN::

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

AND

Allana Institute of Management Sciences, Camp, Pune – 411001 (M.S)

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.

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 imbuing 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.

Allana Institute of Management Sciences, Camp, Pune – 411001 (M.S)

Allana Institute of Management Sciences, Pune has been in existence since 1998. The institute offers 2 years fulltime MBA & MCA program, affiliated to the Savitribai Phule Pune University (SPPU) and approved by AICTE, New Delhi and DTE Government of Maharashtra. The MBA program of the institute has been accredited by The National Board of Accreditation, New Delhi, Government of India w.e.f. 6th August, 2013 for period of 3 years. The institute is located in an ultramodern complex and has an excellent infrastructure, fully equipped library, modern computer laboratories, air conditioned conference rooms, classrooms with latest audio visual aids, cafeteria and other amenities.

PURPOSE

It is the statutory object of both the Institutions to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavor to provide students and teachers the necessary atmosphere and facilities for the promotion of:

- i. Innovations in education leading to restructuring of courses, new methods of

- teaching and learning and integral development of personality.
- ii. Studies in various disciplines
 - iii. Inter-disciplinary and multi-disciplinary studies
 - iv. National integration, secularism and international understanding.

**NOW THEREFORE POONA COLLEGE OF ARTS, SCIENCE AND COMMERCE,
CAMP, PUNE-411001 (Maharashtra) AND ALLANA INSTITUTE OF
MANAGEMENT SCIENCES, CAMP, PUNE – 411001 (M.S)**

**Have intended, agreed and consented to the following terms and deeds in
pursuance of a common intent to promote and develop the provisions for
following collaborations**

1. FIELD OF COOPERATION:

- a. Both the institutions shall evolve a mutually acceptable schedule to develop programs, hold seminars and exchange visits.
- b. The said academic interaction and intellectual assimilation may include-**
 - i. Faculty/staff development and exchange
 - ii. Exchange of students
 - iii. Seminars, research, conferences and workshops
 - iv. Collaborations in the sharing of academic data, scientific information, intellectual property, articles and publications
 - v. Collaborative social and extension activities

2. EXCHANGE OF STUDENTS/TEACHERS:

- A. Reciprocal arrangements based on mutually acceptable terms shall be accomplished to give an impetus to collaborative research and joint projects.**

Teachers, researchers, guides, and students of both the institutions shall be encouraged to work in tandem in the laboratories, workshops, faculties and departments of both the institutions.

- B. Issues relating to travel, boarding, lodging, miscellaneous expenses shall be incorporated in this Para and shall vary according to the rules, regulations and policies of every institution.

3. TERMS & CONDITIONS

- a. The details for the efficacious implementation of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.
- b. The parties to this memorandum may, by mutual consent, add modify, amend, delete, review or revise any tem(s) and condition(s) of this agreement.
- c. The MOU shall remain in force for a period of Five Years from the date of its signature and seal, and may be terminated by either side by giving a six months' notice to that effect in writing. However, notwithstanding the notice of the intent to terminate the memorandum, all rights, obligations and corresponding duties and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.
- d. The parties to this **MOU** undertake to treat as **CONFIDENTIAL AND PRIVILEGED** information of the other institution, which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- e. This MOU shall require the ratification of the competent academic/executive body of both the institutions.

Authorized signatory on behalf of Poona College of Arts, Science & Commerce,
Camp, Pune - 411001 (Maharashtra)



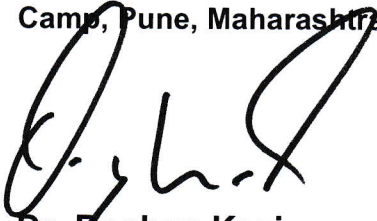
Dr. Shaikh Aftab Anwar
Principal,
Poona College of Arts, Science and Commerce,
Camp, Pune-411001 (Maharashtra)



Date: 15/12/2017

College Seal

Authorized Signatory on behalf of Allana Institute of Management Sciences,
Camp, Pune, Maharashtra





Dr. Roshan Kazi,
Professor & Head, Research,
Allana Institute of Management Sciences,
Camp, Pune – 411001 (Maharashtra)



Date: 15/12/2017

College Seal

Witness:

1. Mr. Iqbal N. Shaikh - 
2. Dr. Atik Shaikh - 



Rotary Club of PUNE INSPIRA

E-4, Emerald Park, Park Street, Near World Wisdom School, Aundh-Camp, Pune 411007
E-Mail: inspira2010.17@gmail.com



ROTARY CLUB OF PUNE
INSPIRA

Club No. 80970

RI Dist. 3131

President
Rtn. Pienaar Waankhaday
Mobile: +91 98221 99025
E-Mail: pienaar.waankhaday@gmail.com

Secretary
Rtn. Smita Vikhankar
Mobile: +91 95526 97305
E-Mail: s.vikhankar@yahoo.co.in

MoU between Rotary Club of Pune Inspira And

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

Rotary Club of Pune Inspira's social project on Feminine Hygiene: Safe Disposal of sanitary napkins has been approved and funded by Rotary International. The project id is GG1745223.

As part of this project the club and its partners have selected your school/hostel/organization for installing one unit of incinerator at no cost to you. An incinerator is a unit that is installed preferably near women's toilets to dispose their used sanitary napkins, so that the napkins can be burnt in the unit. The unit is electricity based and very safe to use.

The unit selected by the Club are equipped with safety features, exhaust pipes, and air pollution control certificates. The units are highly sustainable and need minimum of maintenance. We need the following signed by you to ensure proper and effective use of the incinerator by your organization.

Organization, _____

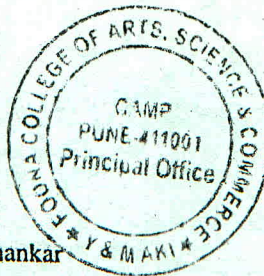
Agrees to the below:

1. Provide a suitable location and a dedicated to install the incinerator
2. Provide power point for the incinerator and a ventilator for exhaust pipe
3. Provide with a wash basin and soap facility near the incinerator.
4. Identify a dedicated person to take care of the unit
5. Send representatives to attend the day long training on feminine hygiene and incinerators (tentatively in second week of June) and conduct follow on sessions in your own location. Please send name of one dedicated person to Rotary club of Pune Inspira
6. Take ownership of the unit and its maintenance
7. For any subsequent issues, contact the dealer (contacts will be provided)
8. If you wish so, you may want to sign up a yearly maintenance contract with the dealer

Please sign this copy and email it to inspira@2016.17@gmail.com with subject as MoU for GG1745223.

Signature for the organization

Pienaar
President
RCPI
PienaarWaankhadaySmitaVikhankar



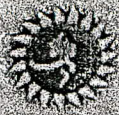
Smita Vikhankar
Secretary
RCPI

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

020-2645-4240

Facebook: <https://www.facebook.com/rcpInspira>

Website: <http://rcpinspira.rotary3131.org>



Rotary Club of PUNE INSPIRA

E-4, Emerald Park, Park Street, Near World Wisdom School, Aundh-Camp, Pune-411057
E-Mail: inspira2016.17@gmail.com



INSPIRA

Club No. 66970

RI Dist. 3131

President

Mrs. Purna Wankhadey

Mob: +91 98221 99025

E-Mail: purna.wankhadey@gmail.com

Secretary

Mrs. Smriti Vkhankar

Mob: +91 95525 87395

E-Mail: s.vkhankar@yahoo.co.in

MoU between Rotary Club of Pune Inspira

And

Rotary Club of Pune Far East

Rotary Club of Pune Inspira's social project on Feminine Hygiene: Safe Disposal of sanitary napkins has been approved and funded by Rotary International. The project id is GG1745223.

As part of this project the club and its partners have selected your school/hostel/organization for installing one unit of incinerator at no cost to you. An incinerator is a unit that is installed preferably near women's toilets to dispose their used sanitary napkins, so that the napkins can be burnt in the unit. The unit is electricity based and very safe to use.

The unit selected by the Club are equipped with safety features, exhaust pipes, and air pollution control certificates. The units are highly sustainable and need minimum of maintenance. We need the following signed by you to ensure proper and effective use of the incinerator by your organization.

Organization: Poona College of Arts, Science & Commerce
Agrees to the below:

1. Provide a suitable location and a dedicated to install the incinerator
2. Provide power point for the incinerator and a ventilator for exhaust pipe
3. Provide with a wash basin and soap facility near the incinerator.
4. Identify a dedicated person to take care of the unit
5. Send representatives to attend the day long training on feminine hygiene and incinerators (tentatively in second week of June) and conduct follow on sessions in your own location. Please send name of one dedicated person to Rotary club of Pune Inspira
6. Take ownership of the unit and its maintenance
7. For any subsequent issues, contact the dealer (contacts will be provided)
8. If you wish so, you may want to sign up a yearly maintenance contract with the dealer

Please sign this copy and email it to inspira@2016.17@gmail.com with subject as MoU for GG1745223.

Signature for the organization

President
RCPI
Purna Wankhadey

INVESTMENT IN MAN

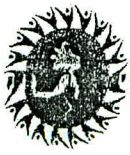
Handwritten signature
Trustee/Secretary

Secretary
RCPI
Smriti Vkhankar

Handwritten signatures and notes:
Mr. Rakesh Mahale
Ms. Farida 8983199452

Facebook: <https://www.facebook.com/rcpinspira>

Website: <http://rcpinspirarotary3131.org>



ROTARY CLUB OF PUNE
INSPIRA

Rotary Club of PUNE **INSPIRA**

E-4, Emerald Park, Park Street, Near World Wisdom School, Aundh-Camp, Pune 411057
E-Mail: inspira2016.17@gmail.com



Club No. 86979

RI Dist. 3131

President

Rtn. Pinaal Waankhaday

Mobile: +91 98221 99025

E-Mail: pinaal.waankhaday@gmail.com

Secretary

Rtn. Smita Vikhankar

Mobile: +91 95525 97395

E-Mail: s.vikhankar@yahoo.co.in

Rotary Club of Pune Inspira's Project on Feminine Hygiene

Rotary Club of Pune Inspira's social project on Feminine Hygiene: Safe Disposal of sanitary napkins has been approved and funded by Rotary International with number GG1745223.

As part of this project the club and its partners have selected your school/hostel/organization for installing one unit of incinerator at no cost to you. An incinerator is a unit that is installed preferably near womens toilets to dispose their used sanitary napkins, so that the napkins can be burnt in the unit. The unit is electricity based and very safe to use.

The unit selected by the Club is equipped with safety features, exhaust pipes, and air pollution control certificates, highly sustainable and needs minimum of maintenance.

We request you to allow the representative holding this letter to inspect the location where the unit can be installed, make sure there is power point and an outlet for the exhaust pipe. Please assign you representative to work with our team.

The club will interact with the authorities for signing the MoU subsequently and list the responsibilities of the organization (which will include maintenance and care taking of the unit), but in the meanwhile it is important to inspect and identify the location.

The Club will also be conducting awareness session for the users and staff in the second week of June 17 to ensure proper use of the incinerator unit. An invitation shall be sent out in the first week of June.

For any further clarification related to Rotary Club of Pune Inspira's Project, please contact the Chairperson of the project Rtn. Smita Vikhankar (9552597395, s.vikhankar@yahoo.co.in)

President

RCPI

Pinaal Waankhaday

Secretary

RCPI

Smita Vikhankar

PP. Rtn. Avlokita Mane
RCP Far East
9850212350.

Facebook: <https://www.facebook.com/rcpInspira>

Website: <http://rcpinspira.rotary3131.org>

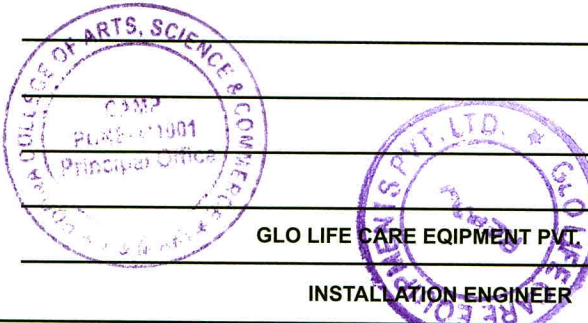
WARRANTY REGISTRATION CARD

TO CUSTOMER

MODEL	RND-NANO
SERIAL NO.	SE/108/007/17
WORKS ORDER NO.	048
CUSTOMER'S DETAILS	
NAME & ADDRESS	
Sadhvi Enterprises Mumbai - 400050	
CERTIFIED THAT UNIT WAS TESTED TO OUR SATISFACTION	
DATE	CUSTOMER'S SIGNATURE

INSTALLATION REPORT	

GLO LIFE CARE EQUIPMENT PVT. LTD	
INSTALLATION ENGINEER	



WARRANTY

MODEL	RND-NANO
SERIAL NO.	SE/108/007/17

WARRANTY is valid ONLY if warranty registration Card is duly filled in and signed by both the customer and distributor or GLCE Pvt. Ltd (Mfr.) and returned to GLCE Pvt. Ltd. within FIFTEEN DAYS of installation.

The warranty is valid for a period of FIFTEEN MONTHS from the date of installation OR FIFTEEN DAYS after despatch which ever is earlier.

We undertake to repair or to replace free of charge if beyond repair any part or parts thereof proved to the Mfrs. Satisfaction to be defective owing to the faults in workmanship or Materials. WARRANTY is NOT valid, if

- Any defect which, in the Mfrs. opinion, arises by reason of misuse or neglect or accident or damage caused by ignorance or wilful act, bad maintenance and unproper working conditions.
- Any defect not notified within seven days / from the date of installation to the manufacturer.
- The Equipment which in Mfrs. opinion has been attempted to be repaired or serviced by unauthorised persons.

- The serial No. plate has been removed tampered, altered etc.
- The equipment has during the warranty period either been shifted from the place to place or changed ownership by sale, gift or otherwise without prior information to the effect being given to the Mfr. within seven days of such act.
- Any dispute arising out of this warranty in any connection therewith between customer and / or the Mfr., the Mfrs. decision shall be final and binding.
- For any damages occurring during transportation & mishandling.
- Any defect or damage to the system which in the Mfrs. opinion arises due to operating the unit at incorrect ELECTRIC SUPPLY, that is to say beyond 230V AC + 1% (It is advisable to use voltage regulator of + 1% tolerance) to the system.

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.



- 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.



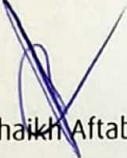
18. Originals:

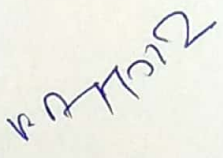
This Agreement is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same agreement.

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

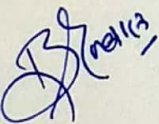

Name: Dr. Shaikh Aftab Anwar


Name: Mr. V. Rajagopalan

Designation: Principal

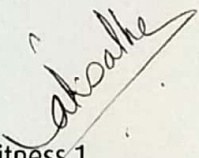
Designation: President (Legal and Taxation)

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:

