

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra




&

Sydler Electronics Pvt. Ltd.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the _____, by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

Sydler Electronics PVT. LTD
THE SECOND PARTY, and represented here in _____,
(here in after referred to as "Second Party").


(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
 - (i) **International Centre of Excellence in Engineering and Management (ICEEM)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Training, Placement, workshop, Guest Lecturer;
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of _____

F)

the Second Party is promoted by _____


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NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the need of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The



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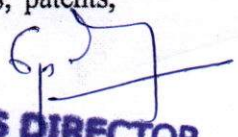
industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Manufacturer of automobile machining components, gear and jig pulling.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.



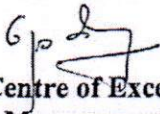

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CLAUSE 4: VALIDITY

- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


**International Centre of Excellence
in Engineering and Management(ICEEM)**
First Party

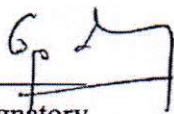
Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

AGREED:

For **International Centre of Excellence
in Engineering and Management(ICEEM)**


For _____



Authorized Signatory

Authorized Signatory




**CAMPUS DIRECTOR
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Aurangabad**

Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Sydler Electronics PVT LTD
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: L-24 MIDC Indus Aurangabad
Contact Details: 0240 2558 123/103/119	Contact Details: 7083306314
E-mails: director@iceemabad.com	Email: hr@sydler-electro.com
Web :- www.iceemabad.com	Web:

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Authorized Signatory

Name: Dr. C.S. Padmavat

Designation: Campus Director

Witnesses:

1. Prof. A.B. Humle ABH
2. Dr. D.R. Biradar DRB

D. Karale
Authorized Signatory

Name: Dilesh Karale

Designation: HR Executive

Witnesses:

1. Navinad Shaikh NS
2. Amol Adik AA



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प्रो.राजीव कुमार
सदस्य सचिव
Prof. Rajive Kumar
Member Secretary



अखिल भारतीय तकनीकी शिक्षा परिषद्

(भारत सरकार का एक सांविधिक निकाय)
मानव संसाधन विकास मंत्रालय, भारत सरकार
नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली - 110070
दूरभाष: 011-26131497

ई मेल : ms@aicte-india.org
ALL INDIA COUNCIL FOR TECHNICAL EDUCATION
(A Statutory Body of the Govt. of India)

Ministry of Human Resource Development, Govt. of India
Nelson Mandela Marg, Vasant Kunj, New Delhi-110067
Phone: 011-26131497
E-mail: ms@aicte-india.org

F.No.1-101/IPC/VETERANS INDIA/2022

Date: 25.02.2022

Subject: AICTE MoU with Veterans India to spread Nationalism and Patriotism among the students- reg.

Sir/Madam,

Further to letter no. AICTE(P&AP)/MoU-AICTE & MoR/2021-22 dated 14.01.2022 It is to be informed that AICTE has signed an MoU on 25th December 2021 with Veterans India for the overall development of UG and PG students of AICTE approved institutions by bringing in culture of discipline and commitment that enables the youth to grow in all three dimensions (Mansa, Vacha, and Karmana). (The MoU can be viewed on the AICTE website)

Accordingly, institutes may collaborate with Veterans India for:

1. Bringing nationalism and patriotism in HEIs through activities based on veterans India themes and sharing experiences of war veterans.
2. Personality development and Strategy building practices within HEIs by involving local Veterans within HEIs vicinity.
3. Modernizing NCC culture in HEIs by quick adoption model.
4. Targeted preparation SSB/CDS and other military examination and interviews.
5. Connecting youth with veterans in order to make 2nd innings of veterans a better place full of knowledge and joy.
6. Adoption of Must train method (Strategy and Tactics) for self-defense and national security.
7. Weekly/Monthly Activities to bring in Veterans India and retired Military personnel role into Induction level programs in HEIs.
8. Local hospitality and honorarium as per College norms.
9. The Institutes may permit space for Veterans India for patriotic activities as and when required specially to celebrate Independence Day, Republic Day, Kargil Vijay Divas and Vijay Divas, and other occasions.

We hope students from the institute will take maximum advantage of this partnership and for this, institutions are requested to adequately publicize this information among students and faculty. For more information on the above activities, you may contact Veterans India, aicte@veteransindia.com at Phone Nos. 9773831113, 9773831114, and 011-49402881 or Veterans India may contact you.

With regards,



(Prof. Rajive Kumar)
Member Secretary

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VETERANS INDIA PROFILE

Introduction

Veterans India is an NGO of Veterans from all fields of life.

Veteran India is founded by ex- serviceman Dr. Binay Kumar Mishra with a dream to unite veterans of INDIA to utilize their potential in nation building. Registered under Indian Trust Act 1882 (Regn. No- Delhi/2149/2015). Veterans India is spread throughout INDIA. Structural strength of Veterans India comes from more than 35 Lakh Veterans spread over Panchayat level, District level, States level and National level across INDIA who have high level of influence in the society and can assist in inculcating a feeling of nationalism among the youth through their wide experience, impeccable integrity, discipline, loyalty and fitness by partnering at grassroots with school(s), Gram Panchayat(s) and other social organizations in promoting patriotism through various activities. The organization is registered with Ministry of Corporate Affairs for undertaking CSR activities. Donations to Veterans India are exempted u/s 80G and 12AA of the Income Tax Act 1961. All the activities, events and proceedings are conducted according to SOP and Bylaws of the organisation. Any citizen of INDIA, who can say "JAI HIND" and pledge to follow the constitution of INDIA and of Veterans India, can become member of the organization.

Objective

India is a multi-cultural, religious and linguistic democratic country. Thus there is a strong need to instill nationalism amongst all the citizens irrespective of their caste, creed and religion for peaceful atmosphere in the society for nation building.


Vision

Veterans India aspires to assist in Nation Building by infusing the spirit of Nationalism and Patriotism, through events and activities, in every citizen by drawing inspiration from the Constitution of India and real-life Heroes.

Mission

To channelize the potential and experiences of patriots and nationalists to initiate a movement to create a nationalistic society by inculcating, patriotism, nationalism and




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integrity towards the nation amongst citizens in general and youth and children in particular through various activities.

Eminent Personalities Associated/Graced the Events/Functions

Veterans India functions/events have been graced and recognized by following Eminent personalities: -


- (a) Shri Venkiah Naidu, Honorable Former Vice President of India.
- (b) Shri Rajnath Singh as Honorable Home Minister and as Honorable Defence Minister.
- (c) Shri Nitin Gadkari Honorable Road Transport and Highways Minister.
- (d) Shri Dharmendra Pradhan, Honorable Education and Skills Development Minister.
- (e) Gen (Dr) VK Singh, MoS Road Transport and Highways blessed the organization several times. He is also Patron of the organization.
- (f) Smt. Meenakshi Lekhi, MoS for External Affairs.
- (g) Chief Ministers in their respective state level functions of Veterans India.
- (h) Many Honorable MPs at various functions.
- (i) Three Living Param Veer Chakra (PVC), other Gallantry Awardees and Veer Naaris blessed the organization at different functions.
- (j) Many Generals, Vice Chancellors, Bureaucrats, Technocrats, Intellectuals and other Dignitaries blessed and graced the functions from time to time.
- (k) Shri Sachin Tendulkar, Bharat Ratan, Arjun Awardees and Dronacharya Awardees sportsmen blessed the organization at different functions.

Patrons

Veterans India is privileged to have the following distinguished personalities as its Patrons:-

1. General V.K. Singh (Ex. Chief of Army Staff)
2. Major General G.D. Bakshi,




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3. Air Vice Marshal S.K. Jindal,
4. Air Vice Marshal OP Tiwari
5. Ex. DGP Gupteshwar Pandey, IPS.
6. BR Babu, IAS, Ex Secretary GOI.
7. Lt Gen AP Singh.

Veterans India has received overwhelming support not only from ex-servicemen but also from people from all walks of life, eminent personalities, philanthropists, sports lovers, public servants, social workers, academicians, PIO and NRI. A large number of our members are actively contributing in shaping the organisation and its future plans by establishing national and state level functional organisation to reach to all villages, Panchayats, Talukas, Blocks and Districts of India to spread the message of inculcating patriotism and nationalism for Nation building.

Veterans India has partnered with schools, Gram Panchayats and other social organizations for promoting patriotism and nationalism through sharing stories of Freedom Fighters, Historical Heroes from our Ancient/Medieval/Modern History, gallant soldiers, organizing cultural programmes, recognizing patriots and national awardees. Veterans India is actively setting up various wings to cater to specific sections of the society and synergizing the members' energies to form a truly global organisation of patriot Indians and to provide them with a platform to contribute in Nation building. The various wings are the following:-

1. Martyr soldier's and disabled soldier's welfare wing.
2. Nari Sena and women empowerment wing.
3. Sports wing.
4. Disability Rehabilitation wing.
5. Environment wing.
6. Disaster management wing.
7. Intellectuals and Reforms wing.




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8. Legal wing.
9. Non-Resident Indian wing.
10. Senior citizen and under privileged children Rehabilitation wing.
11. Health care wing.
- 12 Ex-servicemen welfare wing.
13. Agriculture and Farming wing.
14. Employment and placement wing.
15. Youth wing.
16. Education wing.
17. Against corruption wing.

Memorandum of Understanding (MOUs) entered

List of MOUs signed between Veterans India and other organizations is appended below:-

(a) MOU with AICTE has been entered to organize the following events – activities at Colleges, Educational Institutes providing Higher Education: -

1. Patriotic events.
2. Motivational talks.
3. Personality development classes.
4. Sports tournaments.

(b) MOU with Electronics Sector Skill Council of India (ESSCI) has been entered to provide skills development training to ex-servicemen/family members/dependents.

(c) MOU with Amul India has been entered to assist and facilitate Ex-servicemen/family members/dependents in getting and setting up of Amul Parlours all over India.



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- (d) MOU with Navjyoti India Foundation has been entered to provide digital literacy and skills up-gradation to the youth of India.
- (e) MOU with Kenderiya Bhandar has been entered to facilitate and assist in allocation of Kenderiya Bhandar outlets - shops in Delhi to Ex-servicemen and their dependents.
- (f) MOU with ByJus to give education to poor and deprived children.

Activities/ Events Organized by Veterans India till Now

The following **static events - activities** have been organized by Veterans India: -

- (a) Patriotic Run in colleges/institutes affiliated to AICTE on Republic Day and Independence Day.
- (b) Public Honour of all the three living Param Veer Chakra awardees.
- (c) Kargil Diwas Celebrations.
- (d) Vijay Diwas Celebrations.
- (e) Organizing of games.
- (f) Interaction of the youth with highly decorated soldiers.
- (g) Felicitation of Veer Naris of Martyr soldiers.

The following **dynamic events** have been organized by Veterans India: -

- (a) Ration and mask distribution at various places in the country during corona periods.
- (b) Sanitary pads machines installed at various places, especially in Gujarat.
- (c) Patriotic/ Motivational lectures at various schools /colleges/ universities from time to time.
- (d) Organised various activities with different organizations as per MoU as and when required.
- (e) Supported local administration and state government by Veterans India services during natural calamities.



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- (f) Various social service activities at Gram Panchayats and districts levels.
- (g) Organised Blood donation camps at various places across the country.
- (h) Grievances redressal of Gallantry awardees, Disabled soldiers, Veer Naaris, Ex-servicemen and their families and serving personnel families with local administration and state government.
- (i) Charity works in uplifting poor and underprivileged, martyrs and ex-servicemen families.
- (j) Distribution of clothes to poor and marginalized families in various districts and States across the country.
- (k) Various sports activities at gram Panchayats/Blocks/ Districts and states level to support deprived youths and students.
- (l) Legal support to poor and needy people.
- (m) Medical support to corona affected people during the Corona period.

Prominent personalities like Sh. M. Venkaiah Naidu, Hon'ble Ex. Vice President, Sh. Rajnath Singh Hon'ble Defence Minister, Sh. Nitin Gadkari, Hon'ble Minister, Sh. Dharmendra Pradhan, Hon'ble Minister for Petroleum and Natural Gas, Dr. Jagdish Kumar, VC - JNU had presided over and attended the above functions. All the above mentioned dignitaries have profusely lauded the efforts of Veterans India.

Activities/Events Planned for FY 2023-2024

It is to be appreciated that to do justice to such large scale functions, appropriate resources are necessary. So far Veterans India had managed with meager resources raised through pooling from within members and limited donations. However, now help from prestigious organizations like PSUs & PSEs/ MNCs/ Corporate Groups is necessary to reach out to larger population of India. Veterans India has planned following events/activities for the financial year 2023-24: -

- (a) Conduct of personality development classes in all colleges/institutes affiliated to AICTE.



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- (b) Skills development courses for ex-servicemen, Veer Naris and wards of Martyr soldiers.
- (c) Empowering women by imparting digital literacy and skills up gradation.
- (d) Organizing sports events in rural areas for marginalized/ under privileged youth.
- (e) Cultural events on the occasion of Republic Day, Independence day, Kargil Divas, Vijay Divas, Army Day, Air Force Day, Navy Day etc.
- (f) Blood donation camps.
- (g) Medical camps for health checkup of poor and underprivileged people in rural areas.


Benefits to Donor under 80G

- (a) Sense of Pride - being a part of an organization solely dedicated to nation building.
- (b) Donations to Veterans India are exempted u/s 80G and 12AA of the Income Tax Act 1961.
- (c) Visibility – Publicity during Veterans India events.
- (d) Invitation – 1) To attend the events and award functions of Veterans India, 2) Opportunity of meeting and dining with the VVIPs/ decorated soldiers/ MP/ MLA/ other dignitaries, 3) Getting photographed with the dignitaries.
- (e) Speaking Opportunity - To be a Motivational / Personality or Skill Development speaker.
- (f) Public Honour – Pride of Veterans India Award to be given by a VVIP during specially organized events.
- (g) Digital Platforms - Mention on VI website and other social media handles.

Dr. Binay Kumar Mishra
Founder President

Colonel PD Vasishtha (Retd)
Chief Operating Officer




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**Memorandum of
Understanding
Between
“Veterans India”
&
“International Centre of Excellence
In Engineering & Management”**

Date-18/05/2023




**CAMPUS DIRECTOR
International Centre of
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Aurangabad**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered on 18th Day of the Year 2023 between: **Veterans India** organization registered under Indian Trust Act, 1882 having its registered office at D-253, Madhu Vihar Near, Sector-3, Dwarka, New Delhi-110059. And Corporate Office Plot-C -713 B, First Floor, Sector-7 (Market), Dwarka, New Delhi 110077, India, of the **FIRST PARTY**;

AND

International Centre of Excellence in Engineering & Management


Add-Gut-no-4 opp. Bajaj Auto Ltd Main Gate, Aurangabad- Pune National Highway Aurangabad-431136

WHEREAS Veterans India is a National apolitical patriotic non-profitable organization of Veterans from all fields led by an Ex-Servicemen (which includes Gallantry Awardees, Martyr's families, Disabled Soldiers, Ex-Servicemen and their families) to inculcate patriotism, nationalism and integrity among citizens of the Nation especially youth and students.

WHEREAS ICEEM-International Centre of Excellence in Engineering and Management Chh.Sambhajinagar (Aurangabad) was established in 2011, under the leadership of our Founder-Chairman, Dr.Subhash Zavar. The institute aims at providing Quality Education in Engineering & Management, that nourishes the upcoming Engineers, Entrepreneurs and Managers. ICEEM is Approved by AICTE, New Delhi; Recognized by DTE,(Govt. of Maharashtra) and Affiliated to Dr. Babasaheb Ambedkar Marathwada University, Chh. Sambhajinagar (Aurangabad).

AND WHEREAS the parties, through professional interactions and collaboration seek to bring patriotism, nationalism and integrity in students of higher education Institutions (HEIs) of India by merging veterans experience and guidance through higher education activities, both enter into this agreement to establish a strategic partnership in the areas given in more details in the succeeding paragraphs.




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Preamble and Objectives

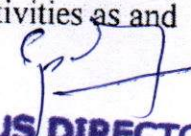
The objective of this MOU defines standards for the overall development of UG and PG students by bringing a Military touch that enables the youth to grow in all three dimensions (Mansa, Vacha and Karmana).

Strategic Collaboration (Objectives, Scope & Outcome)

The Veterans India and (Name of College) under this MOU, shall collaborate towards:

1. Bringing nationalism and patriotism in higher education Institutions (HEIs)/Universities through activities based on veterans India themes and sharing experiences of Ex-Servicemen.
2. Personality development and Strategy building practices within higher education Institutions / Universities by involving local Veterans within higher education Institutions/ University vicinity.
3. Targeted preparation for SSB/CDS and other military examinations and interviews.
4. Modernizing NCC culture in higher education Institutions/ University vicinity by quick adoption model.
5. Connecting youth with veterans to make 2nd innings of veterans a better place full of knowledge and joy.
6. Adoption of Must Train method [Strategy and Tactics] for self-defence and national security.
7. Working together for the welfare of Gallantry Awardees, Martyr's families, Disabled Soldiers, Ex-Servicemen and their families.
8. Weekly/Monthly Activities to bring veterans from India and retired Military personnel into Induction level programs in higher education Institutions/Universities.
9. Monetary Compensation to Veterans for sessions they attend as speakers or expert to share their experience post-retirement.
10. All Sports/ physical fitness activities are to be conducted in collaboration with the Veterans India Youth Wing to meet the objective of the FIT India movement launched by the Honourable Prime Minister.
11. The college / Institute/ University shall provide premises in their campus free of cost and available manpower to Veterans India for patriotic activities as and when required besides above mention activities.




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12. Facilitation of appropriate internship opportunities to the students in all applicable aspects of the organization including management and technology sectors in their Wings.

Definitive Agreement

Any cost associated with the execution of the objectives of this MOU, if any, shall be mutually discussed and agreed to between the parties in a definitive agreement, before carrying out the activity.

Tenure and Termination

This MOU is valid for five (5) years initially and will be deemed renewed for three years unless terminated otherwise.

This MOU shall commence as set forth above and remain in effect through the end of the term unless:


- a. Otherwise superseded by another agreement between the parties.
- b. The parties mutually agree to terminate this MOU.
- c. Either party gives the other 90 days' written notice of their intent to terminate this MOU.
- d. A breaching party has failed to cure a material breach of this MOU within 30 days following written notice of that breach given by the non-breaching party.

Each party is an independent contractor and no provision of this MOU grants either party any express or implied right or authority to assume or create any obligations or responsibility on behalf of or in the name of the other party or bind the other party in any manner or thing whatsoever.

Neither party shall assign or transfer the privileges and obligations under this MOU without the prior written consent of the other party.

The law of the Republic of India shall govern this MOU. Any dispute between the




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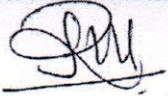
parties arising in connection with the performance of this MOU shall be resolved amicably between the parties through a process of negotiation before the use of any judicial remedy before the appropriate forum. Both parties irrevocably submit to the exclusive jurisdiction of the Courts at New Delhi, for any action or proceeding.

Any changes to the MOU are to be mutually agreed to by Veterans India and the ICEEM –Aurangabad and executed in writing.

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which, when taken together, will be deemed to constitute the same agreement. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed agreement.

IN WITNESS WHERE OF, the parties hereto have executed this MOU on this 18th day of December 2023 at New Delhi.

For and on behalf of
ICEEM Aurangabad

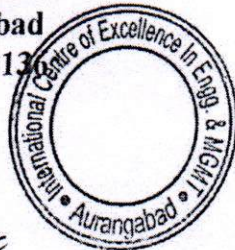
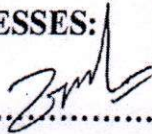


For and behalf of
Veterans India

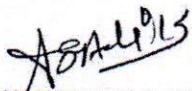
Dr. R S Jahagirdar
ICEEM Aurangabad
Maharashtra -431136

Dr. B K Mishra
National President, Veterans India
Dwarka New Delhi 110059

WITNESSES:




Dr. Deepmala Biradar



Mr. Amol Adik




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

Memorandum of Understanding (MoU)

Between

**International Centre of Excellence
in engineering &
Management(ICEEM)**

and

Skill Academy by Testbook

December 20, 2023

Gp

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into as of December 20, 2023 (the "Execution Date") by and between, International Centre of Excellence in engineering & Management (ICEEM), (hereinafter referred to as "ICEEM")

AND

Testbook Edu Solutions Pvt. Ltd. (PAN: AASCS8515R and CIN: U72200MH2013PTC241118), a private limited company incorporated under the Companies Act, 1956, engaged in providing online educational courses to students, having its registered office at 1st and 2nd Floor, Zion Building, Plot no. 273, Sector No. 10, Kharghar, Navi Mumbai, Raigarh, Maharashtra - 410210 (hereinafter referred to as "Skill Academy", which expression shall unless repugnant to the context or meaning thereto shall mean and include its successors and permitted assigns) represented herein by its Director, Mr. Ashutosh Kumar, duly authorized by its board of directors vide resolution dated 16th November 2019.

"Parties

WHEREAS:

A. Skill Academy will provide its services under Skill Academy Campus Program for use by ICEEM in respect of "End Users" (all students who are presently enrolled in any program with the institution), in accordance with the terms and conditions set out herein.

B. Pursuant to the foregoing, the Parties have agreed to enter into this MoU to set forth the terms and conditions of their arrangement in the following sections.

As a part of this MoU, both the parties have identified and hereto agree to the following responsibilities respectively:

1. RESPONSIBILITIES

1.1 Responsibilities of Skill Academy

A. Skill Academy with the help of ICEEM shall get all the willing students of ICEEM to register in the Skill Academy Campus Program with email ID & contact number to avail the services & benefits.

B. There will be no financial implications involved between Skill Academy and ICEEM

during the "Term" (defined hereafter) of this MoU, the end-users will get the following benefits under

Skill Academy Campus Program.


- Complete Preparation for Job & Internship - Activities for a period of 1 year which would include Live Aptitude Tests & Company Specific Mock Tests.
- Live Upskilling Bootcamps from Top Industry Experts (Minimum of 25)
- Free Access to all the content under Testbook Pass for a period of 1 month
- Chance to get internships & full-time job opportunities through various competitions.

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

ANNEXURE I

Basic Details Required

TPO Name: Naustad Shaikh

TPO Email Id: tpo@iceemabad.com

College Pincode: 431001

Total Strength: 500+

Number of Departments: MBA [Fi, Man, HR, It, HA, P40] [civil, Mech, Electrical
computer, AIFML]

Name of Departments: MBA, ENGG, Diploma

IMPORTANT: All Partner Colleges are required to share their campus details in the prescribed format at the time of MOU signing.

Acknowledgement:

I hereby declare that I have attached all the details mentioned in the spreadsheet & all the provided details are correct.

O Name: Naustad Shaikh

Signature: Naustad Shaikh
26/12/23



TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118



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CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

2 Responsibilities of ICEEM

- A. To help Skill Academy team with the necessary College Details Information (Refer Annexure-I) which is required to create a Students Performance Dashboard for ICEEM
- B. To spread the awareness about the benefits of Skill Academy Campus Program among college students through all means possible in the capacity of college management like Issuing Notice, email, SMS, Whatsapp, Facebook, LinkedIn, etc
- C. To help Skill Academy Team in promoting various Live Sessions, Upskilling Bootcamps, Aptitude Tests, etc among college students through all means possible so that a maximum number of students can be benefitted.
- D. Facilitate in forming a Whatsapp Group with Placement Cell Representative and Skill Academy team which would act as a common point of interaction/communication

2. Other provisions:

- A. This MoU shall be valid for an initial period of 1 (one) year from the Execution Date ("Term") unless terminated earlier by Parties.
- B. Skill Academy shall keep all the data collected from the students confidential and shall NOT share/disclose to anyone in any form whatsoever without prior written permission from the students. Skill Academy also agrees that the data collected shall be used for the purpose envisaged in this MoU and not for any other purpose.

AGREED AND ACCEPTED:

For and on behalf of International Centre of Excellence in engineering & Management(ICEEM)

Signature

Name: *Dr. C.S. Padmauat*

Title: *Campus Director.*

Date: *26/12/23*

Director Name & Email Id: *campus director@icemabad.com*

Director Contact Number: *9665008369*

For and on behalf of Skill Academy by

TESTBOOK EDU SOLUTIONS PVT LTD

Signature

Name : Ashutosh Kumar

TO : CEO

Date:

[Signature]
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

TESTBOOK EDU SOLUTIONS PVT. LTD.

1st & 2nd Floor, Zion Building, Plot No. 273, Sector - 10, Kharghar, Navi Mumbai - 410210

CIN: U72200MH2013PTC241118



[Signature]
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 11/12/23, by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

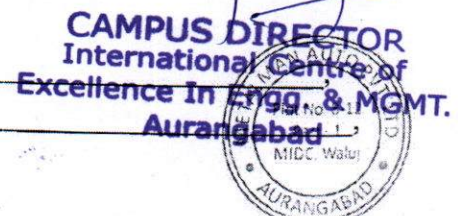
METAL MAN,
THE SECOND PARTY, and represented here in Vijay Salve,
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
 - (i) **International Centre of Excellence in Engineering and Management (ICEEM)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) TRN, Workshop,
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of ENGG & Management

- F) the Second Party is promoted by _____



NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

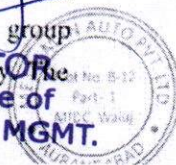
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the need of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party.



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



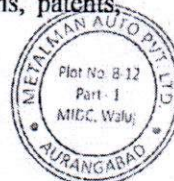
industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops /Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Manufacturer of automobile machining components, gear and jig pulling.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



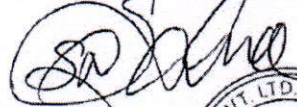
CLAUSE 4: VALIDITY


- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

International Centre of Excellence
in Engineering and Management(ICEEM)
First Party



Vijay Salve
Second Party



Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

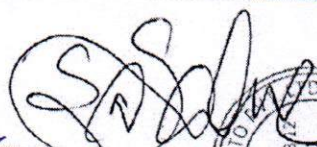
AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)


Authorized Signatory




For METAL MAN


Authorized Signatory

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



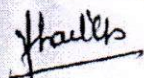
Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : METAL MAN
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: B/10 MIDC Waluj
Contact Details: 0240 2558 123/103/119	Contact Details: 9689213379
E-mails: director@iceemabad.com	Email: S.N Salve@metalmansauto.com
Web :- www.iceemabad.com	Web: metalmansauto.com


Authorized Signatory

Name: Dr. C.S. Padmavat


Designation: Campus Director

Witnesses:

Naushad Shaikh


Prof H.L. Jadhav ,

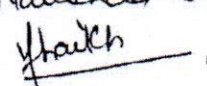



Authorized Signatory


Name: Vijay Salve

Designation: HR

Witnesses:

1. Naushad Shaikh


2. 
Sushil Deole


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra




&

MAND ELECTRICAL

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6/12/2023, by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

MANU ELECTRICALS
THE SECOND PARTY, and represented here in _____
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
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- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) MANU ELECTRICALS
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of ELECTRICAL Materials,
Transformers, etc.
- F) MANU ELECTRICALS
the Second Party is promoted by Dr. Vinayak Deolankar



6p2
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:


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CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

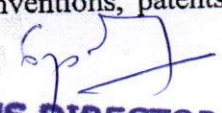
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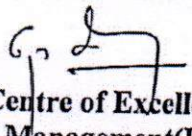

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

CLAUSE 4: VALIDITY

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International Centre of Excellence
in Engineering and Management(ICEEM)
First Party

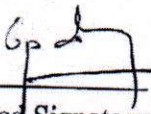
MANU ELECTRICALS
Second Party


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AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)

For MANU ELECTRICALS



Authorized Signatory


Authorized Signatory



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry :
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address:
Contact Details: 0240 2558 123/103/119	Contact Details:
E-mails: director@iceemabad.com	Email:
Web :- www.iceemabad.com	Web:


Authorized Signatory

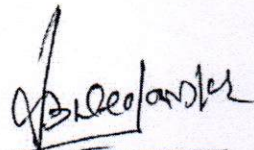
Name: Dr. C.S. Padmavat

Designation: Campus Director

Witnesses:

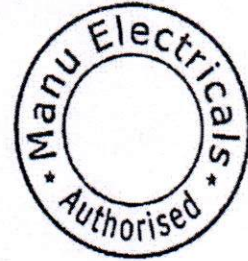
1. Prof. A.B. Humbe 
2. Dr. D.R. Biradar 




Authorized Signatory

Name: Dr. Vinayak Deshpande

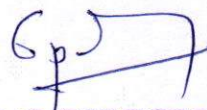
Designation: Proprietor
MANU ELECTRICALS.



Witnesses:

1.

2.


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

AGREEMENT

This Agreement is made at Maharashtra on 9th March 2023

BETWEEN

Girnarsoft Education Services Pvt. Ltd., hereinafter referred to as "Party 1", a private limited company incorporated under the Companies Act, 1956 and having its corporate office at situated at C/204, 2nd Floor, Pioneer Urban square Sector -62, Gurgaon 122102 through its Authorized Signatory (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its heirs, executors, administrators, its agents and permitted assigns), of the One part. The GST details are as below

- GST NUMBER - 06AAFCG9583Q6ZJ
- PAN NUMBER - AAFCG9583Q
- MSME UAN - HR05E0003549
- STATE - HARYANA
- FINANCE PERSON - finance@collegedekho.com

AND

<International center of excellence²⁰ engineering and management > having its campus located in <Chatrapati Shambhaji Nagar>, <Maharashtra> (hereinafter referred to as "Party 2", expression shall unless repugnant to the meaning or context here of, be deemed to include its, executors, administrators, agents and permitted assigns), of the one part. The GST details are as below

- GST NUMBER - Not available
- PAN NUMBER - AAATI6479D
- STATE - Maharashtra
- OFFICE ADDRESS - Gut No. 4, CIDCO Mahanagar, Opp MIDC-Waluj Water Treatment Plant, Pandharpur, Maharashtra 431136
- FINANCE PERSON - Dr. C.S. Padmavat (Director)
- MAIL ID / PHONE NUMBER - 9665008369, director@iceemabad.com

WHEREAS "PARTY 1" is carrying on the business in the field of education through marketing services, advertising solutions, e-commerce and all other types of electronic media, as well as provides various services like counseling, advertising etc. to the educational institutes, through its website in the name of www.collegedekho.com.

WHEREAS "Party 2" has requested "Party 1" to promote the business of "Party 2" and Counsel students/applicants to take admissions in various Courses offered by "Party 2".

This Agreement has been entered into by and between both the parties on the following terms and conditions:

1. DURATION

This Agreement will be valid for the admission season for 2023 batch or Admissions Deadline of "Party 2" whichever is earlier. This Agreement may be extended for such further period(s) and on such terms and conditions with mutual consent of both parties


2. SCOPE OF SERVICES

"Party 1" through its various resources shall advertise the courses of "Party 2" and counsel the Applicants/Students to join the courses available at "Party 2".

2.1 "Party 1" hereby engages the services for promotion of courses offered by "Party 2" mentioned in ANNEXURE B to this agreement



1


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

- 2.3 Party 1 shall provide all the necessary data for the development of the course and will assist during Campus visits of Party 2.
- 2.4 Party 2 will inform Party 1 of any new course introduction/ course discontinuation/ prospectus changes / fee structure changes or other relevant data related to courses/syllabus and will assist during Campus visits of applicants/students.
- 2.5 Party 1 can package/bundle Party 2 products with its other offerings, as part of its marketing activities to maximize sales/enrollments.
- 2.6 Party 1 can use all its distribution modes for promotion of Party 2 through its various modes of promotion including offline, online, media, tele sales, brochures, banners, Google, Facebook etc.
- 2.7 Geography Targeted - Pan India across all courses of Party 2.

3. SERVICE CHARGE AND OTHER ITEMS:

Party 2 shall pay Service Charge as per terms and conditions as mentioned in ANNEXURE A to this agreement. All payments released by Party 2 will be exclusive of all applicable taxes. Further, treatment of payment will happen as mentioned in the payment terms below. Any delays in payment will lead to termination of this agreement.

4. TERMINATION

This agreement can be terminated by giving one month notice by either party after fulfilling their obligations with mutual consent of both parties.


5. CONFIDENTIALITY

This document, other documents concerning the SERVICES and all confidential information exchanged in accordance with the terms of Service are to be kept strictly confidential by the parties except to their advisors, on a need to know basis, for the purpose of implementing the transactions contemplated by this Agreement and to the extent that disclosure is required by law. All symbols, logos, data, content, strategies and other intellectual capital of this Agreement would be kept strictly confidential by both the parties. The obligations of Party 2 under this and above provisions shall survive even after the termination of this Agreement.

6. GOVERNING LAW & JURISDICTION:

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of Chatrapati shambhaji nagar. This Agreement is executed in English language which shall prevail over any translation thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.


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One time enrolment set up fee for Bilt agreement is Rs. 55,000 plus applicable taxes. Party 1 will be responsible to provide below mentioned services against this enrolment set up fee within 30 days of signing of this agreement.

One time set up services

1. Campaigns Set up
2. Micro site/banner on CollegeDekho.com website - State page
3. Brand listing Set up- State page
4. CAF (Common Application Form) onboarding on Collegedekho.com website
5. Creation of Landing page.
6. Assignment of dedicated Campus/College coordinator.
7. Monthly dash board to track the ongoing campaigns

2. The "Variable Service fee" i.e. variable payout will be paid to **collegedekho.com** (Party 1) for every admission. The variable payout will be as under. Party 1 on best effort basis will try to maximize the enrolment numbers

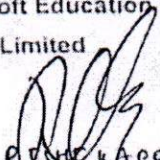
Slab:

Course	Variable Service Fee per admission
Engineering	10% of the tuition Fees
MBA	10% of the tuition Fees

General terms

- For International Students / category students, the service fee payable will be similarly priced as above variable payout slab of the overall course fee charged by "Party 2".
- "Party 2" will make the contract value payments at time of signing the agreement and the balance payment if any post reconciliation by 30th of sept 2023 or end of enrolment season whichever is earlier
- The leads shared with institute the must be acknowledged manually or through a LMS within 24 hours (excluding weekends) else they will be deemed accepted. The Leads shared on weekends must be acknowledged by Monday.
- For all the leads /Forms sell by "Party 1" will have a unique identification number which will be used to claim/verify for admission. "Party 1" will retain the amount of form sales collected from the students.

Girnarsoft Education Services
Private Limited


Sign: 
Name: R. S. Kapoor
Authorized Signatory:
Date: 10-08-2023



Girnarsoft Education Services
Private Limited

Sign:
(Account Manager)
Date:

ICEEM

Sign: 
Name: Dr. C. S. Padawat
Authorized Signatory:
Date: 08/03/23



ANNEXURE C PAYMENT TERMS

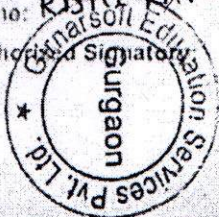
with reference to the above agreement, the payment terms will be as follows

- "Party 2" agrees to make payment of enrolment set up fee/admission fee at the time of signing of the agreement.
- "Party 2" will make subsequent payment on monthly basis for 70% of the admission value of the no of the admission done in the previous month.
- "Party 2" agreed to make this monthly payment on or before 10th of every month.
- For the purpose of understanding, admission means any deposit made by the student towards blocking his / her seat in the form of registration / provisional admission etc.
- "Party 2" agrees to share 50% value of Form filled by "Party 1" on the website of the "Party 2". The 50% value does not include the forms for which admission has been done. The final payment of the forms will be paid at the end of admission season or 30th of September whichever is earlier.
- Further to the above "Party 1" will deduct variable fee as per agreement for cases where "full 1st semester fee" is accounted through "Party 1" platform.
- In case of shortfall against the contracted number of admissions, "Party 1" will adjust or refunded any additional amount on prorata basis that "Party 2" has paid in excess upon final reconciliation.
- The payment can be made in form of Net banking, Cheque, DD. The Cheque shall be made in favor of "Girnarsoft Education Services Private Limited".
- The required bank details for online payment will be as follow:

BENEFICIARY: GIRNARSFT EDUCATION SERVICES PRIVATE LIMITED
BANK: KOTAK MAHINDRA BANK
BRANCH: SARDAR PATEL MARG, JAIPUR
ACCOUNT NUMBER: 8711591152
IFSC CODE: KKBK0000271

Girnarsoft Education Services
Private Limited

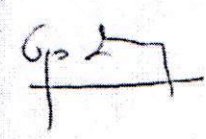
Sign: 
Name: RISHI KAPOOR
Authorized Signatory



Girnarsoft Education Services
Private Limited

Sign:
(Account Manager)

ICEEM

Sign: 
Name: DR. C.S. D. JANGAR
Authorized Signatory



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MEMORANDUM OF UNDERSTANDING

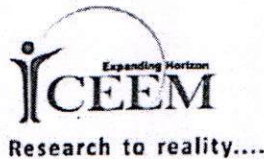
(MoU)

BETWEEN



ExcelR Solutions

&



**International Centre of Excellence in Engineering
& Management (ICEEM)**

Chh. Sambhajnagar, Maharashtra-431136

FOR

**Student Development Programs, Faculty
Development Programs, and Student
Internships on Different Emerging Software
Technologies**

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: enquiry@excelr.com | 1800-212-2120 (Toll Free)

www.excelr.com



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Aurangabad



entered into on this the 07th Day of August month 2023 (Date 07-08-2023),
by and between **ExcelR Solutions,**

(Here in after referred to as 'First Party')

And

**International Centre of Excellence in Engineering &
Management (ICEEM)**

Chh. Sambhajinagar, Maharashtra-431136

(Here in after referred to as 'Second Party')

(First Party and Second Party are hereinafter jointly referred to as 'Parties'
and individually as 'Party')

WHEREAS:

1. First Party is an EdTech company: ExcelR Solutions
2. First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
3. The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education, and Research.
4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: enquiry@excelr.com | 1800-212-2120 (Toll Free)

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International Centre of
CAMPUS DIRECTOR



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

CLAUSE 1: CO-OPERATION

5. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings.
6. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the second party in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
7. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.
8. ExcelR would be the training delivery partner for the second party on various trending technologies.
9. ExcelR would be the training delivery partner for the student internships of second party on various trending technologies of minimum four weeks duration.
10. ExcelR will reach out to students to communicate about course details, webinars, blogs, industry events etc., which will be informative or promotional in nature.

3 | Page



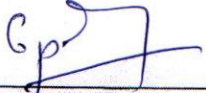
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11. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both the organizations.
12. ExcelR would work with incubation centers/ innovation cells of second party (Case to case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party
13. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

CLAUSE 2: SCOPE OF THE MoU

14. The budding graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
15. Software Technologies Training: The first party will provide the trainings to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
16. Skill Development Programs: First Party to train the students of second Party on the emerging technologies to bridge the skill gap and make them industry ready.
17. Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the second Party on the technology trends and in house requirements.
18. Faculty Development Programs: First Party to train the faculties of second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
19. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
20. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free trainings run by the first party under Everyday Learning Initiation.




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21. First party would extend the help in providing artifacts such as training records, certificates to the second party upon a written request from the second party. This information is limited to only the students of second party and at the discretion of first party.
22. In case, second party wants to conduct customized commercial trainings then this agreement can be amend/adding annexure with mutually agreed terms.

CLAUSE 3: INTELLECTUAL PROPERTY


23. The first party will have the sole rights on the curriculum and related content provided in the trainings and it cannot be replicated or copied without the consent of the first party.
24. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

CLAUSE 4: VALIDITY

25. The period of the agreement is valid for a period of 2 years from the date of signing of this agreement
26. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or cancelled by either party any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon, the MOU loses its validity.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

27. It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



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AGREED:

For: ExcelR Solutions.




Shyam Narayan Dixit
(Director, ExcelR, HR)

Authorized Signatory

GST:27AAEFE5003F1ZX

TIN: HYDE02965E

Contact Person: Mr. Irfan Chaugule
Designation: Sr. Manager, EDL-MoU Division
Mobile No: 8010245639
Email ID: Irfan.chaugule@excelr.com
Website: www.excelr.com


For: International Centre of Excellence in
Engineering & Management (ICEEM)
Chh. Sambhajinagar, Maharashtra-
431136

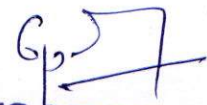



Dr. R. S. Jahagirdar

Director,
International Centre of Excellence in
Engineering & Management (ICEEM)
Chh. Sambhajinagar, Maharashtra-
431136

Authorized Signatory


Dr. Deepamala Biradar
TPO & MoU Convenor,
International Centre of Excellence in
Engineering & Management (ICEEM)
Chh. Sambhajinagar, Maharashtra-
431136


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प्रति,

मा. प्राचार्य,

इंटरनॅशनल सेंटर ऑफ एक्सलन्स इन इंजीनियरिंग अँड मॅनेजमेंट
(ICEEM) महाविद्यालय, संभाजीनगर

विषय : NAAC best practice साठी शैक्षणिक सामंजस्य कराराची प्रत पाठवणेबाबत...

महोदय/महोदया,

उपरोक्त विषयास अनुसरून आपणास कळविण्यात येते की, आपल्या महाविद्यालयाकडून
NAAC best practice साठी पाठवण्यात आलेल्या शैक्षणिक सामंजस्य कराराची प्रत
आपल्या माहितीसाठी सही दिवक्यासह पाठवत आहोत.

कळत,
आपला विश्वासू,

प्रशंत शितोळे

अध्यक्ष

महाराष्ट्र माहिती तंत्रज्ञान
सहायता केंद्र

सौगत : कराराची प्रत.



Yashwant Shitole
Founder President
+91 73044 29777
Mahila Bank Basement,
Kharib, Maidan, Kolhapur-416 012
0231-2993950
www.mitsc.co.in
uvajagat@gmail.com
Aurangabad
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i) Minimum required configuration of the EXAMINATION CENTRE computers

Category	Item	Requirement
Hardware	System age	Not older than 5 years
	CPU	Intel i3 processor or equivalent
	Ram	minimum 4 GB
	(HDD)	minimum 100 MB free space
	Mouse	any external mouse
	Keyboard	keyboard availability
	Web camera and Headphone	Each Desktop should have webcam and Mic (if inbuilt mic not available then headphones should be attached with it). If using Laptops then each laptop should have function webcam and Mic on EXAMINATION CENTRE
	Desktop resolution Monitor	1024 x 768 Minimum 13" monitor
OS	OS	OS (Windows 10 or above)
	Version	version preferably professional edition
Internet Browser	Version	Exam will be conducted through SCDL Secured Browser Internet Browser :Latest Google Chrome / Firefox
	BHO	No BHO
Other software's	.net framework	net framework 4.5 or latest
	P2P software's	P2P software's *No P2P software's (uTorrent, Gnutella, etc.) to be installed
	Antivirus availability	Should be available & updated
Network	100mbps network	Minimum 100mbps over wired network. Wi-Fi not permitted
Internet connectivity		No internet access, If required provision of stable 1 Mbps internet connectivity on EXAMINATION CENTRE client machine.

1. Browser: Exam will be conducted through SCDL Secured Browser
2. Internet Browser: Latest Google Chrome / Firefox
3. *BHOs: No EXAMINATION CENTRE computer must have a Browser Helper Object (BHO) installed. BHOs are commonly known as Internet Explorer Toolbars. See http://en.wikipedia.org/wiki/Browser_Helper_Object for more information.
4. Most common toolbars are Google Toolbar, Yahoo Toolbar, Alexa Toolbar, etc.
5. *Security: No P2P software (uTorrent, Gnutella, etc.) must be installed. Microsoft Security Essentials software must be installed and configured to run periodically. Additionally, at least one anti-virus software must be installed. Anti-virus software can either be free versions of AVG, Avast! Comodo, etc. or licensed versions such as



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Symantec, McAfee, etc.

6. Internet: During the entire period of the assessment exam, no access to public internet should be allowed from the Examination Centre computer. Post-exam syncing with the central server requires a stable broadband connection on the Examination centre Server. Local admin rights must be available to the user account only while installation.
8. Printer: A printer may not be necessary for delivering exams per student, unless a post-test Printout is mandated by the Program. However, a printer will help in printing out Client-Contractor communications, notices, student lists, etc. So a printer is highly desirable.
9. Each Desktop should have webcam and Mic (if inbuilt mic not available then headphones should be attached with it). If using Laptops then each laptop should have function webcam and Mic on Examination Centre.
10. There should be partition available between 2 computers.

C) Manpower Requirements:

The Contractor Institution will give recommend a panel of 2 (one Examination Centre administrator who will act as invigilator and one Network Engineer) names of senior most personals from among the Contractor for coordinating and managing all the online examination activities of CLIENT.

2. Prohibited Activity:

Any attempt by Contractor to promise or solicit or sell or offer or admission or employment of Client shall constitute a Material Breach of this Agreement and result in immediate forthwith termination pursuant to the terms of this Agreement and pursuance of available remedies by the Client, which may include criminal prosecution and / or a civil suit seeking damages or any other appropriate legal remedy.

3. Security Deposit for Examination Centre Server:

In case if Client will deposit Exam server to the Contractor, the Contractor shall pay to the Client, a sum of Rs. 50,000/- (Rupees Fifty Thousand only), payable in favor of Symbiosis Open Education Society, payable at Pune, which is equivalent to the cost of the hardware of the Examination Centre Server, as Refundable Interest Free Security Deposit or RIFSD as security for due observance and performance of the terms and conditions and obligations on the part of the Contractor only with respect to the Examination Centre Server herein. Such RIFSD shall be paid by the Contractor on or before the execution hereof. The Parties agree that the said RIFSD, upon the expiry of or prior termination of this Agreement, and against handing over of the Examination Centre Server in good condition by the Contractor to the Client, shall be refunded by the Client to the Contractor, without any interest thereon, in one lump-sum after deducting there from the cost of all damages, determined to be damages by and in the sole discretion of the Client, to the Examination Centre Server, if any, simultaneously when the Contractor delivers possession of the Examination Centre Server to the Contractor and other materials / products during the currency of the Agreement. Upon any damage caused to the Examination Centre Server during the term of





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this agreement, including without limitation a failure to return the Examination Centre Server to its owner, i.e. the Client, the Client, may, at its option, use all or any part of the security deposit for recovery of such an amount.

Contractor whose exam count is less than 200 examinations per month need not pay the client, a sum of Rs.50,000/- as security deposit. However the contractor will be solely responsible / liable to return the servers to the client in good condition on determination / termination of the Agreement. The contractor is liable for any damages incurred to the server and damages will be recovered from payment due to the contractor. The client reserves its right to withhold amount payable to contractor or initiate any other action in case of delay in return of the server.

4. Ownership, Use, and Protection of Examination centre Server:

The Client shall be the sole owners of the Examination Centre Server and the contents thereof at all times, and Contractor shall not have any interest therein. Upon execution of this Agreement and receipt of Refundable Interest Free Security Deposit for Examination Centre Server, i.e. RIFSD, Client shall arrange for shipment of the Examination Centre Server to Contractor at the address of the Examination Centre Facility. All costs of shipment shall be paid by the Client. No such shipment may be returned by Contractor for any reason without the prior information to and concurrence of the Client. The Contractor shall physically inspect the Examination Centre Server hardware upon delivery. If the Contractor does not report any defects or damages to the hardware immediately upon receiving, it will be deemed that the Examination Centre Server hardware was delivered by the Client to the Contractor successfully without any physical damages and no such claim will be entertained thereafter. The Contractor shall use the Examination Centre Server only for the purposes and in the manner set forth in "Client Policies, Guidelines and Procedures" from Client.

5. Ownership, Use, and Protection of Examination Data:

The Client shall be the sole owners of all results of all Exams, all data and information regarding Examinees and all compilations of the foregoing, and Contractor shall not have any interest therein. The Contractor shall, at the request of Client, surrender to Client any such results and information. The Contractor shall not use any such results, data or compilations, or disclose the same, for any purpose. The Contractor shall also be responsible for protection of Examinee's personal data and information and Client specifically disclaims any liability for breaches of Contractor's obligations to protect such personal data and information and any claims thereupon. The Client suggests that Contractor shall not request that Examinees to provide Contractor with any sensitive government-issued identity documents or numbers (such as copies of Passport, UID card, and other documents of the like). The Contractor shall upon completion of Exam/Test, immediately and unconditionally, transmit to Client all Examination Data and information referred to hereinabove.

6. Changes to Examination Centre Requirements:

The Client reserves the right to, at its sole discretion, change the Examination Centre



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Requirements, as further described in Annexure B. Contractor shall be deemed to have notice of and to have consented to the provisions of Examination Centre Requirements such updates.

Examination Centre Facility Visits/Audits:

Contractor will permit Examination Centre Facility visits by Client and will permit the Examination Centre Facility to be audited for the purpose of determining causes of irregularities in operational procedures, Examination Centre performance, and security requirements.

8. Special Examination Centres for female examinees:

Contractor may be required to schedule and conduct special Exam slots exclusively reserved for female examinees. Contractor agrees to sensitize all involved Contractor Personnel about standards of behavior in the event such an all-female examination is held. Contractor further agrees to expressly prohibit its personnel from involving themselves in any annoying, nuisance or illegal behavior, including, but not limited to, sexually offensive comments, demand or request for sexual favors, innuendoes, vulgar language, gestures, advances, physical contact or any other unwelcome physical, verbal or non-verbal conduct of sexual nature. Contractor assumes sole and full responsibility for all such acts and omissions of its Personnel. The contractor, to the possible extent, ensure that personnel engaged during such examination are female. Contractor must adhere and abide the latest amendments / policies on sexual harassment intended by Client / UGC / AICTE on any Govt Competent Authorities. Contractor must display said policies on the notice board, outside exam hall.

9. No payments from Examinees:

The Contractor will not collect any money or fees from Examinee/s. All pricing will be finalized by the Client and collected directly and separately by Client. Any violation of this Section shall constitute a Material Breach of this Agreement and result in forthwith termination of this Agreement pursuant to the terms of this Agreement.

10. License of Software:

Client hereby grants to Contractor a limited, non-transferable, non-exclusive license to use the Software for the sole purpose of operating its Examination Centre in accordance with the terms of this Agreement. Contractor shall, upon expiration or termination of this Agreement, promptly return or destroy all copies of the Software and all related documentation, if any, in its possession. Contractor shall not, re-engineer, reverse engineer, or manipulate in any way, Software. The Contractor shall not provide access to Software to any other party for the purposes of re-engineering, reverse engineering, copying or manipulation in any manner. Other than as licensed herein, Client shall retain all right, title and interest Software and any modification, enhancement, localization, customization or extension of the Software. Client hereby prohibits Contractor from disassembling, reproducing, modifying, or creating derivative works based on the Software. The Contractor



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shall not be entitled to use Software for internal purposes except as specifically permitted by this Agreement. The Client also prohibits sublicensing or assigning the rights of the Software without the written consent from Client. Any violation of this Section shall constitute a Material Breach of this Agreement and result in forthwith termination pursuant to the terms of this Agreement.

11. Supervision:

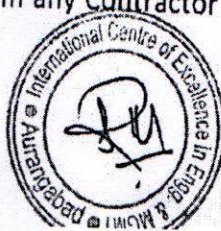
The Client shall be entitled to supervise the work performed by Contractor personnel pertaining to services provided by the Contractor and if it finds the conduct, behavior or performance of work of any of its personnel unsatisfactory in the sole discretion of the Client, it may issue directions to the Contractor to immediately replace the particular person with another, and make such replacement person available for training and certification by the Client and the Contractor shall comply with such directions issued by the Client forthwith immediately, failing which, Client may terminate this agreement forthwith.

12. Contractor Personnel:

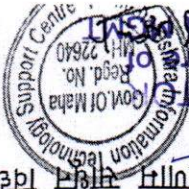
Contractor assumes sole and full responsibility, whether legal, monetary or otherwise, for the acts and omissions of its Personnel as such acts and omissions may train such supervision, direction and control over its Personnel impact Client. The Contractor shall at all times during the term of this Agreement may and shall be solely responsible for the payment to its personnel of the salaries and other compensation and matters relating thereto, including, if applicable, the deduction, withholding and/or payment of all Central and State laws, as may be applicable, pertaining to social security, wages and taxes, including, but not limited to, Provident Fund, Gratuity, ESIC, Minimum Wages, Workmen's compensation, Benefits, Leaves and all other additional legal requirements of like nature applicable to such personnel. It has been agreed and resolved that the responsibility for all legal compliance including payments to be done to all statutory authorities will solely rest on the Contractor and that the Client or its any authorities are not and shall not be in any way be responsible or be held accountable for these obligations. Contractor expressly indemnifies the Client against any action arising out of non-compliance of Labour laws, if any, on the part of the Contractor.

13. Duties of Contractor upon Termination:

Upon termination, Contractor shall immediately, uninterruptedly, unhesitatingly and without claim or demand, cease and desist from holding itself out as an Examination Centre of the Client, stop administering any Exams of the Clients, return the Client-owned Examination centre Server to the Client, erase all electronic records pertaining to the Client and its activities, remove all references to images and logos representing or relating to Client or to the Client Products and Services from any Contractor website, printed material, or retail storefront operated by Contractor.



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स्वाध्यायार्थी का रक्षक एवं प्रोत्साहक।

या ध्याने प्रेरित विविध उपक्रमाने नियोजन करण्यात येत आहे. हे सर्व उपक्रम महोदयांच्या मार्गदर्शनाखाली राबवण्यासाठी या सभासद काररार करण्यात येत आहे. याकरिता महाराष्ट्र माहिती तंत्रज्ञान सहायता केंद्र आणि महोदयांच्या परस्परपूरक भूमिका घेतील आणि त्याचे व्यापक परिणाम मिळत दिव्याच्या

‘‘In the end, the only way to win is to win’’

महाराष्ट्र राज्य व तंत्र शिक्षण विभाग व महाराष्ट्र माहिती तंत्रज्ञान सहयोगी केंद्र यांचा संपुर्ण उपक्रम
कोरिअर कट्टा। महाविद्यालय स्थापन करणे व या उपक्रमांतर्गत विद्यार्थ्यांची प्रशिक्षण देणे हे उद्देश्य आहे।

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पृ. नं. ४, बजाल आर्ति श्री. समीर, पुणे हावडे, वाळंज - पंढरपूर, छ. संजालीनाम - ४३३३३३

पता: इंटरनेशनल सेंटर ऑफ एक्सलन्स इन इंजिनियरिंग अँड मानवमैट (ICEEM) छ. संभाजीनगर

ਸਮੁੱਚਾ ਪ੍ਰਸ਼ਨ

महाविद्यालय नाम: इंटरनॅशनल सेंटर ऑफ एक्सलन्स इन इंजिनियरिंग अँड मानवमैट (ICEEM) छ.

પ્રજાપતિ ત્ર્યંબક્યજ્ઞાન સમીક્ષા

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पना: कतिअर कंई, महिला बूक तळमजला, खसबाग, मीदनाजळ, मांळवार पेठ, कोल्हापूर-१२

કલ્પ પ્રભાવેન નાદેન પુણ્યેન ચૌત્થેન 'જાલાદ

ଉତ୍ପାଦିତ ପ୍ରାକୃତ ଖ

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महाराष्ट्र राज्य उच्च व तंत्र शिक्षण विभाग व महाराष्ट्र माहिती तंत्रज्ञान सहायता केंद्र यांच्या संयुक्त विद्यमाने सुरक्षित असणाऱ्या करिअर कट्टा या उपक्रमामार्फत युवकांच्या करिअरला योग्य दिशा देण्याच्या उद्देशाने राज्यातील महविद्यालयांमध्ये "करियर कट्टा" ची स्थापना केली जाणार आहे. या पुढाकाराची महत्त्वपूर्ण भूमिका अशी की, महविद्यालयातील युवकांना त्यांच्या उज्ज्वल भविष्यासाठी आवश्यक त्या दिशा दाखवून त्यावर मार्गिकमूल करून यश संपादन करण्यासाठी सर्वोत्तमरी उत्तम मार्गदर्शन मिळावे याकरिता समर्पित काद करणे आवश्यक आहे. महविद्यालय आणि महाराष्ट्र माहिती तंत्रज्ञान सहायता केंद्र यांच्या समन्वयाने विद्यार्थ्यांना भविष्याविषयी गंभीरतेने विचार करण्याकरिता प्रेरित करावे, कौशल्य विकसित आत्मनिर्भूर पिढी घडविणे, स्थायी परीक्षा, उद्योजकता विकास, व्यवसाय निर्मिती, व्यक्तिमत्त्व विकास आदी संदर्भात तज्ञ मार्गदर्शिकांचे विचार प्रत्येक विद्यार्थ्यापूर्वी पोहोचवा याकरिता शिक्षकसमूह नियोजन करून योग्य मार्गदर्शन देण्याची योजना उभी करते. याबाबत करिअर कट्टाअंतर्गत महाराष्ट्र माहिती तंत्रज्ञान सहायता केंद्र व श्री शिक्षणालय विज्ञान महाविद्यालय, अमरावती यांच्यामध्ये असणारा सामंजस्य करार पुढील

முக்கிய

मानवसं (ICEEM) महाविद्यालय, छ. संमालीनास

ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ಈ ಸಂಬಂಧ ಕಾನೂನುಬಾಹಿರವೆಂದು ನಿರ್ದಿಷ್ಟಪಡಿಸಿ ಕಾನೂನುಬಾಹಿರವೆಂದು ನಿರ್ದಿಷ್ಟಪಡಿಸಿ

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1. विद्यार्थ्यांच्या नोंदणीसाठी करिअर कंट्रोल विभाग अॅपद्वारा (MITSC App from Google Play Store) प्रक्रिया पूर्ण करून तीन वर्षांच्या कालावधीसाठी एकूण २३६५ भरणे आवश्यक आहे. सदर श्रेणीमधील विद्यार्थ्यांनी ५० कोर्सस, सर्व उपक्रमंसाठी तसेच स्पर्धा परीक्षांसाठी मार्गदर्शन निःशुल्क प्रवेश.
2. महाविद्यालय अथवा महाराष्ट्र माहिती तंत्रज्ञान सहयोग केंद्र विद्यार्थ्यांकडेन परिक्षा शुल्क वगळता कोणत्याही प्रकारचे शुल्क आकारणार नाही.
3. सदर सामान्य कराराचा कालावधी ०५ वर्षांसाठी असेल.
4. या कालावधीसाठी महाविद्यालयाद्वारा करिअर कंट्रोल प्रभावी प्राध्यापक नियुक्त करताना तशी अधिकृत माहिती अपरिहार्य कारणास्तव आवश्यकता भासल्यास प्रभावी प्राध्यापक नियुक्त करताना तशी अधिकृत माहिती महाराष्ट्र माहिती तंत्रज्ञान सहयोग केंद्र प्रशासनास प्रथम प्राधान्याने कळवावी.

नियम व अटी:

1. महाविद्यालयातील जास्तीत जास्त विद्यार्थ्यांची करिअर कंट्रोल उपक्रमाला नोंदणी करून घेणे.
2. करिअर कंट्रोल द्वारे निमित्त विविध कोर्सससाठी विद्यार्थ्यांनी प्रवेश घ्यावा यासाठी प्रेरणा शिबिर कार्यक्रम राबविणे.
3. करिअर कंट्रोल ऑनलाईन कोर्ससची अंमलबजावणी करण्यासाठी व्यवस्था आणणे मनुष्यबळाचे नियोजन करून अभ्यासक्रम नियमितपणे राबविणे.
4. करिअर कंट्रोल विभाग अभ्यासक्रमांनिमित्त पुरविल्या जाणारे अभ्यास साहित्य प्रवेशित विद्यार्थ्यांपर्यंत पोहोचविणे.
5. करिअर कंट्रोल उपक्रमामध्ये विद्यार्थ्यांनी सहभागी होण्यासाठी महाविद्यालय परिसर, सामान्यतः, आणि वर्गखोल्यांमध्ये जागीरविषयक पुढाकार घेणे.
6. नोंदणीकृत विद्यार्थ्यांच्या निमित्त उपस्थितीबाबत वारंवार अहवाल घेऊन उपस्थितीमध्ये सातत्य राहील यासाठी प्रयत्न करणे.
7. विद्यार्थ्यांना आवश्यक असणारे स्थानिक पातळीवरील साधनसामग्री उपलब्ध करून देणे.
8. करिअर कंट्रोल उपक्रम राबविण्यासाठी विद्यार्थ्यांचे स्वतंत्र मंडळ तयार करावे.

महाविद्यालयाची जबाबदारी:

1. करिअर विषयक विविध दिशादर्शक मार्गदर्शन सत्रांचे नियोजन करणे.
2. स्पर्धा परीक्षांच्या तयारी साठी सर्वसमावेशक अभ्यासक्रम तयार करून त्यासाठी विविध तसेच व्यक्तीच्या मार्गदर्शन कोर्ससची निर्मिती करून त्याचे डिजिटल कंटेंट उपलब्ध करून देणे.
3. महाविद्यालयीन युवा कौशल्यवर्धित विकसित करणे, यासाठी विविध अभ्यासक्रम तयार करणे व मार्गदर्शक साहित्य उपलब्ध करून देणे.
4. उद्योजकता विकास करून व्यवसाय निर्मिती साठी आवश्यक माहिती पुरविणे व व्यवसाय उद्योग सुरू करण्यासाठी साहाय्य करणे.
5. ११ व्या शतकातील अत्यावश्यक कौशल्य धारण करणारा परिपूर्ण युवक घडविण्यासाठी व्यक्तिमत्त्व विकास संबंधित विविध उपक्रमांचे आयोजन करणे.

करिअर कंट्रोलची जबाबदारी:



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प्र. हेमंत लक्ष्मण जाधव
इंटरनॅशनल सेंटर ऑफ
एक्सलन्स इन इंजिनीरिंग ऑड मानवमोट
(ICEEM) छ. संभाजीनगर

प्र. हेमंत लक्ष्मण जाधव
महाविद्यालय: (ICEEM)

महाविद्यालय IQAC समन्वयक

महाविद्यालय करिपर कट्टा समन्वयक

डा. आर. एस. जगन्नीरदर
प्राचार्य,
महाविद्यालयाचे नाव: इंटरनॅशनल सेंटर ऑफ
एक्सलन्स इन इंजिनीरिंग ऑड मानवमोट
(ICEEM) छ. संभाजीनगर



पार्टी नंबर २



पार्टी नंबर १
श्री प्रभाकर शिरोळे
अध्यक्ष
महाराष्ट्र माहिती तंत्रज्ञान सहायता केंद्र

दुरुस्ती व बदल :
सदर सामाज्य करारांतर्गत नियम अटी व कार्यपद्धतीमध्ये काळानुरूप विद्यार्थी हिलासाठी काही बदल करावयाचे झाल्यास दोघांच्या संमतीने स्वतंत्र परिशिष्टाच्या समावेश करून बदल करता येतील. दोन्हीपैकी कोणत्याही एका पार्टीस करारमुरुबत ठेपवे असल्यास तीस दिवस आगीदर लेखी सूचना घेऊन कराराने बाहेर पडता येईल.

स्वायत्तप्रीन कायदेशीर :
सदर सामाज्य करारांतर्गत उद्भवलेल्या कोणत्याही कायदेशीर समस्येसाठी स्वायत्तप्रीन प्रक्रियेसाठी कोल्हापूर जिल्हा न्यायालय हे कायदेशीर असेल.

- करिअर कट्ट्याच्या प्रत्येक उपक्रमाला माहिती महाविद्यालयाच्या संपूर्ण कर्मचाऱ्यांना प्राप्त होईल या दृष्टीने समाजमाध्यमावरून प्रसारित करावी. महाविद्यालयाच्या पुढाकाराने कुठलाही उपक्रम राबवित असताना स्वाविषयी महाराष्ट्र माहिती तंत्रज्ञान सहायता केंद्रास तसेच करीअर कट्टाचे जिल्हा तसेच तातुका समन्वयक, प्राचार्य प्रवर्तक यांना द्यावी.
- या सामाज्य करारा व्यतिरिक्त इतर महत्त्वपूर्ण उपक्रमांचे स्वतंत्र करार असल्यास त्या योजनेचा समावेश या करारात राहणार नाही.

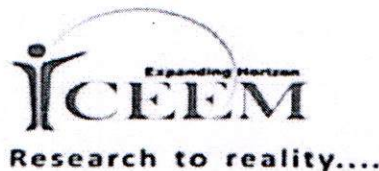
MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

my1st **Placement**
Journey towards your first placement

**MY FIRST PLACEMENT,
[MFP NETWORK PRIVATE LIMITED]**

&



**International Centre of Excellence
of Engineering & Management**



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Aurangabad

**MEMORANDUM OF
UNDERSTANDING
(MoU)**


BETWEEN

**MY FIRST PLACEMENT,
[MFP NETWORK PRIVATE
LIMITED]**

AND

**International Centre of Excellence of
Engineering & Management**




**CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad**

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

MY FIRST PLACEMENT, [MFP NETWORK PRIVATE LIMITED]

AND

International Centre of Excellence of Engineering & Management

This Memorandum of Understanding (hereinafter called as the 'MoU') entered into on this 03rd of 05, 2023 between My First Placement [MFP Network Private Limited] (here in after collectively called as "MFP"), the First Party is an organization with its registered address at Aurangabad and the Second party **International Centre of Excellence of**

Engineering & Management

(here in after collectively called as "ICEEM") is a Management Institution located at GUT NO-04 Opp . Bajaj Auto LTD Main gate Aurangabad Pune National highway Maharashtra 431136.

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

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

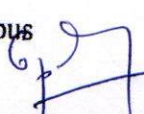
1. OBJECTIVES OF THE AGREEMENT

- Both the parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities, based on the terms and conditions as may be agreed upon for each of those identified projects.
- To promote interaction between MFP and ICEEM in areas of upcoming technologies identified and consented by both the parties.
- To share information and technology to develop the required skills. To this intent, the parties shall strive to support their collaboration.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, and Research.

2. AREAS OF COLLABORATION

The principle technical and research areas of collaboration between MFP and ICEEM are around training, research, career guidance, internships, knowledge sharing, and campus




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placements in emerging technologies. Signatory authorities from both sides can mutually work out for a common consensus in case there are amendments in the areas of work in context. They will also decide the priority in aforementioned areas.

3. PROPOSED MODES OF COLLABORATION

MFP and ICEEM proposes the following primary activities to collaborate:

3.1. Industrial Training/ Internship & Visits: Industry and Institution Interaction will provide an insight into the latest developments / requirements of the industries; the First Party to permit the faculty and students of the Second Party to visit its group companies and also involve them in Industrial Training / Internship. This will provide confidence & smooth transition for students' work.

3.2. Sponsored Projects: Identify and execute the time-bound and tangible projects at either of the organizations especially by involving graduate/postgraduate students from ICEEM.

3.3. Placement of Students: Active graduate and post-graduate level students from selective branches of ICEEM would be enabled to come onboard, subject to clearing through the natural quality gates of MFP recruitment process.


3.4. Curriculum Development: Second party will provide its valuable suggestions to the first party for curriculum development and revision

3.5. Workshops, Conclave, Seminars: ICEEM and MFP associates to jointly arrange or participate in Workshops, Conclaves, Seminars Competitions and other events at state, national and international level around the area of collaboration.

3.6 Guest Lectures: First Party to extend the necessary support to deliver guest lecturers to the students of the Second Party on the technology trends and in-house requirements.

There will not be financial commitment on the part of both the parties, to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately. Both parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.




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4. PROPOSED TIME FRAME

While both MFP and ICEEM look forward for a long-term association, we enter into this MoU for an initial term of Five (5) years and thereafter review and renew the MoU on mutually agreed terms. Strategic and Governance board shall identify the necessary terms of reference for such periodic review.

This AGREEMENT may be amended or terminated earlier by mutual written consent of the parties at any time. Either party shall have the right to unilaterally terminate this AGREEMENT upon 30 days prior written notice to the other party. Neither party is entitled to any compensation in the event of termination of this AGREEMENT.

5. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that both MFP and ICEEM are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.


6. SIGNED IN DUPLICATE

BY SIGNING BELOW, the parties, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

7. DISPUTE RESOLUTION

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration, to be conducted by One mutually appointed Arbitrator at Aurangabad, as per the Arbitration Act, 1996. This undertaking is to be construed in accordance with Indian Law and exclusive jurisdiction shall rest with Courts of Aurangabad.




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On behalf of My First Placement,
[MFP NETWORK PRIVATE
LIMITED]



Mr. Vinod Kadam,
Founder and Director,
MFP Network Private Limited.



Witness:

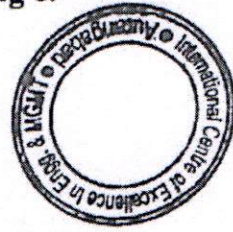
1) 

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On behalf International Centre of
Excellence in Engineering &
Management



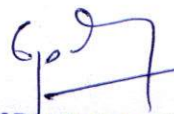
Principal,
International Centre of Excellence
in Engineering & Management,
Aurangabad



2) 

4) 




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HARASHTRA

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दस्तावा प्रकार:- *not*

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव *Symbiosis Open Education Society*

पत्ता *Model Colony*

दुसऱ्या पक्षकाराचे नांव *ICEEM, AURANGABAD*

हस्ते व्यक्तीचे नांव *Pramod GURAV* पत्ता *S.B. Road*

मुद्रांक विकत घेणाऱ्याची राहणी

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

संजय रंगनाथ चौधरी
परवाना क्र. २२०१११४
१८४, कसबा पेठ, पुणे-११.

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement ("Agreement") is made on the 24th day of March 2023.

BY AND BETWEEN Symbiosis Open Education Society, a Society registered under Societies Registration Act, 1860 bearing Registration No: MAH/806/2008/Pune and a Charitable Trust registered under Bombay Public Trust Act, 1950 bearing Registration No: F/23939 Having its registered Office at: Symbiosis Bhavan, 1065-B, Gokhale Cross Road, Model Colony, Pune - 411016, Hereinafter referred to as "Client" (which expression, shall, unless repugnant to

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the subject or context or meaning hereof, be deemed to include its trustees, successors and assigns) of the One Part;

AND IIRW's International Centre of Excellence in
Engg & Mgmt (ICEEM) (Contractor) a

registered under the _____

having its office at Gut. No - 04, CIDCO

Mahanager, opp Bajaj Auto Main Gate,

Aurangabad - 431136 through _____

it's _____, hereinafter referred to as "Contractor" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors) of the Second Part

"Client" and "Contractor" shall individually be referred to as "Party" and collectively as "Parties" as the context may require.

WHEREAS:

1. The Client is a reputable educational institution engaged in imparting education through open and distance learning mode to all sections of the society.
2. The client is desirous to engage third parties to offer its student support services including student counselling, admission support, infrastructure for assessment, examination and evaluation services, events etc.
3. The client is desirous of availing such services from Contractor.
4. The Contractor, in exchange for valuable consideration as outlined in Article 2, is desirous of providing to the Client and its students, during the term specified in Article 2, auxiliary educational services as set forth in Annexure "A and B" herein ("Services").

NOW THEREFORE AT THE TERMS SET FORTH HEREIN, THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article 1: INTERPRETATIONS

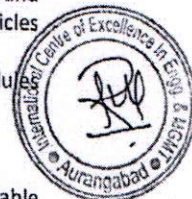
1. Unless otherwise stated or unless the context otherwise requires, in this Agreement:

Headings are for convenience only and shall not affect its Interpretation.

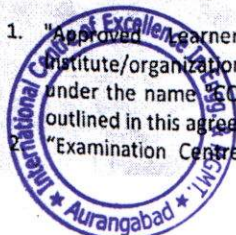
- a. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- b. References to the recitals, clauses, schedules and annexes shall be references to the recitals, clauses, schedules and annexes of this Agreement. Further, all the annexure, sub-annexure, clauses, sub-clauses, articles, appendices to this Agreement are part of this Agreement and should be read in conjunction with annexure, sub-annexure, clauses, sub-clauses, and articles of this Agreement.
- c. References to the Agreement shall mean and include an appropriate reference to the schedule and annexes hereto.
- d. Words using the singular or plural number also include the plural or singular, respectively.
- e. Words of any gender are deemed to include the other gender.
- f. Any term or expression used but not defined herein shall have the same meaning attributable to it under applicable law.
- g. References to the word "include" or "including" shall be construed without limitation.
- h. This agreement has been executed in the English and the English language that be the controlling language for interpretation thereof. No other translation, if any, of this AGREEMENT into other languages shall be of any force or effect in the interpretation of this AGREEMENT or in determination of the intent of either of the Parties hereto.

Article 2: DEFINITIONS


1. "Approved Learner Support Centre"/ "Learner Support Centre" (LSC) means an institute/organization duly appointed under this Agreement to act as a Learner support Centre under the name "CONTRACTOR" to provide the Client's Services, in accordance with the terms outlined in this agreement.
2. "Examination Centre" is part of Learner Support center (LSC) where Contractor supports in



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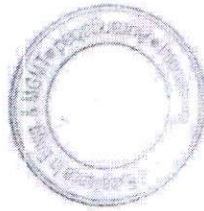


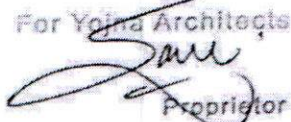
Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : YOTANA ARCHITECTS,
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: VIRAJ COMPLEX, KHADKESHWAR, AURANGABAD
Contact Details: 0240 2558 123/103/119	Contact Details: 9325213644
E-mails: director@iceemabad.com	Email: dilip9152@gmail.com
Web :- www.iceemabad.com	Web:


Authorized Signatory

Name: Dr. C.S. Padmavat

Designation: Campus Director



For Yotana Architects

Proprietor

Authorized Signatory

Name: AR. DILIP SARDA


Designation: ~~Proprietor~~ Ar. Dilip Sarda
Reg. Architect
CA / 4039/77

Witnesses:

1. H.L. Jadhav - 


2.

Witnesses:

1. M.P. Kale - 

2.




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conduction of Clients examination.

3. "Appointment" means the relevant appointment time booked by the Examinee with the Client for a Learning Support and Assessment Exam with specified Learner Support Centre facility using Software.
4. "Approved Learner Support Centre Requirements" means minimum standards of physical and IT infrastructure required by Client to be possessed by CONTRACTORS and as prescribed in Annexure – A & B, in order to ensure an appropriate and effective education for students.
"Assessment Exam/Test" means any test, whether proctored or un-proctored, whether leading to a Certification or Qualification or otherwise, that is intended to measure the skill, knowledge, intelligence, capacity, attitude, aptitude or other similar variables of the Examinee with respect to the subject matter thereof.
6. "Assessment Exam/Test Duration" means the maximum time available to an Examinee to attempt answering all items in a particular Assessment Exam/Test, excluding any Exam/Test Information.
7. "Assessment Exam/Test Item" or "Item" means a single question together with its client data, including, but not limited to, possible answers, correct answer, score, feedback, metadata, media files and links to external files.
8. "Assessment Exam/Test Item Bank" or "Item Bank" means a collection of assessment items and Client data.
9. "CONTRACTOR Counsellor" or "CONTRACTOR coordinator" means one or more Contractor's Personnel(s) appointed for providing student support and counseling by the Contractor.
10. "Administrator" or "Proctor" or "invigilator" means one or more Contractor Personnel(s) who undergo/es training provided by the Client and is/are trained by the Client to be sufficiently well-trained and knowledgeable to administer Client's Products and Services on behalf of the Client according to Client's standards.
11. "Availability Schedule" means the time between 8 am and 8 pm on each calendar day (except National holidays) the Contractor selects as being available and open for Counselling or Assessment Exams for selection by potential Examinee(s) as appointments as per the convenience of the student/Examinees. Inventory means the time measured in per Computer Hours. For example, if a Facility keeps 5 computers available for 2 hours for 25 days in a month, it is said to have an inventory of 250 hours that particular month.
12. "Computers" or "Computer" means computers owned or otherwise possessed by the Contractor and physically available in the CONTRACTOR Facility which will be used by Student/Examinees and Contractor Personnel to deliver Client Products and Services off the CONTRACTOR/Test Centre Server to Examinees.
13. "CONTRACTOR Facility" or "LSC Centre" means the premises from which the Contractor will operate and provide Client Services to Student/Examinees and includes CONTRACTOR hall or CONTRACTOR classroom or Computers/Laboratory.
14. "Lab" means the enclosed room within the LSC Facility that contains the computers and where Examinees will be served Client's Services by the Contractor.
15. "Scheduling Software" or "Inventory Software" means the software provided by the Client and used by the Contractor to enter data about the availability hours and days on which the Contractor's LSC Facility is open to help in admission process, take students grievance, support students and accepting appointments from Examinees.
16. "Contractor Personnel" means individuals who are Client with the Contractor in any capacity including, but not limited to, full-time employee, part-time employee, contractor, consultant, agent, owner, partner, retainer, investor, affiliate, executive or co-venture related directly or indirectly in any manner with the assessment exam and/or any of its processes as outlined in this agreement.
17. "Client Policies, Guidelines and Procedures" or "the Guidelines" are minimum standards that Client requires all LSCs to meet and which are designed to ensure that Examinees are afforded the best possible training and Examination/Test environment, as further described in Annexure A and B;
18. "Client Products and Services" or "Products or Services" means the Admission Material, Admission forms, Admission Brochures, Training Materials, Practice Tests and related products and services developed or distributed by Client from time to time;
19. "Client Customer" means any other organization, which has contracted with the Client to avail the services of the Client with respect to assessment, examination counseling and admission support.
20. "Dispute" has the meaning set forth in Article 4.
21. "Educational Services Agreement" or "This Agreement" means the agreement between Client and a CONTRACTOR authorizing the CONTRACTOR to provide support services to students and deliver Assessment Exam/Tests using the name and logo of the client or its sponsors in accordance with the terms set out herein under.
22. "Effective Date" means: 1st April 2023
23. "Exam/Test Information" means any information, directions, advise or other material, whether paper or electronic, shown to the Examinee, whether for a fixed duration or otherwise, before or after an Assessment Exam/Test, pertaining to the Assessment Exam/Test, but not containing any Assessment items;
24. "Examinee" means any end user of the Client Products or Services who registers for and appears in an Assessment Exam offered at any LSC;



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25. "Material Breach" means a breach of a significant term or terms in this Agreement;
26. "Post Exam/Test Printout" or "Printout" means any computer-generated report printed immediately after an Assessment Exam/Test is over, which may be required to be handed over to the Examinee depending on the stated requirements of the Program;
27. "Practice Tests" means Client-owned and/or licensed products that prepare Examinees or aspirants for Exams by simulating the appearance, timing and scoring of actual Exam(s)/Test(s) Exams;
28. "Software" means all software provided by Client to its LSCs or its partners, including without limitation, Computer Based Examination Assessment Software (OAS), LSC Scheduling Software, other software and all related intellectual property including patents, trademarks, business plans, methods, customer lists, manuals and training materials, related to the delivery and administration of Client Products and Services;
29. "Successfully Administered Exam/Test" means an Assessment Exam/Test that was administered to an examinee in accordance with the Guidelines and concluded by an Examinee by submitting his or her answers to the items satisfactorily without any error or interruption or disruption during the Exam/Test and without any grievance or complaint by the Examinee within 15 days of the conduct of such exam/test;
30. "Learner Support services" means any service such as enrollment, counselling, admission process support, induction, conduct of examinations etc. provided to prospective and enrolled students of the client.
31. "Examination Centre Server" means one or more computers owned by the Contractor and connected to the contractor's local area network, which will run software such as Computer Based Online Examination Assessment Software (OAS) and other software related to the delivery and administration of Client Products and Services and which will be used to deliver Client Products and Services to Examinees through LSC Computers.
32. "Unsuccessful Exam/Test" means an Assessment Exam/Test that was not administered to an examinee or not concluded by an Examinee completely or satisfactorily, or led to a grievance or complaint by the Examinee which remained unresolved after 15 days of the conduct of such exam/test, whether due to an error or disruption or interruption or other deficiency of service by Contractor, whether foreseen and controllable or unforeseen and uncontrollable.

Article 3: AGREEMENT

1 Term:

The Agreement is commencing from 1st April 2023 and ending on 31st March 2024 unless and until the agreement is renewed in writing (based on mutually accepted scope and terms), the same will automatically terminate on the above mentioned later date. The agreement may be extended for further period with mutual consent.

2 Scope of Services:

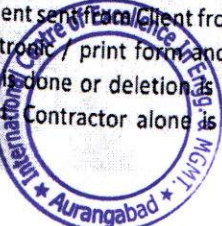
Contractor's accountabilities and deliverables will be as per the scope of services annexed in Annexure A and Annexure B and its appendices, which forms an integral part of this Agreement.

3 Termination:

This Agreement can be terminated in following circumstances by Client with immediate effect:

1. Any misrepresentation of any kind about Client, its courses, its legal status, course fees, course structure.
2. Any publication / Public communication / use of Symbiosis / Client, name, logo associating the Contractor or any employee of the Contractor with Client without prior written permission from Client will lead to termination immediately and appropriate legal action against the Associate.
3. Any discrepancy in accounts shall result in immediate suspension until issue is settled.
4. Non-Compliance of any of the above terms and conditions shall result in immediate termination without any notice.
5. Any instance of fraud, gross negligence or wilful default by Contractor.
6. Commencement of any proceedings for bankruptcy, insolvency or liquidation of the Contractor.
7. Any offence punishable under law by the Contractor.

On and upon termination of this Agreement, the Contractor shall forthwith return all material (print / electronic) / documents / brochures etc. in its possession, which bears the trade mark, logo of Client including but not limited to Prospectus, Application Forms, Receipts, Promotional Material, Authorization Certificate etc. It shall also return any communication, letter, circular, notification, order or any other communication document sent from Client from time to time. It shall also delete any such record as mentioned above existing in electronic / print form and certify such deletion in writing. It is agreed by the Contractor that until such return is done or deletion is made, the Contractor shall not be entitled to receiving refund of their deposit amount. Contractor alone is liable to bear all the expenses towards such return and deletion. The Client



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reserves the right to revoke the recognition of the Contractor in the event of the Learner Support Centre performing below par. Even if the Contractor's recognition is revoked before the tenure, it is the Contractor's responsibility to continue providing support to the admitted students till the end of the programme.

The agreement is terminable by either party by giving 30 days' notice. Either party is not bound to give any reason thereof. Upon expiry or premature termination of this Agreement, neither Party shall be liable to the other Party hereunder for amounts representing for any consequential, remote, indirect, special, incidental or punitive loss, damage, compensation, costs, charges or expenses (including without limitation, loss of profits, loss of opportunity arising there from, etc.) on account of the said termination. The termination of this MOU, for whatever reason, will not affect the rights and obligations of a Party, which might have accrued at the date of termination/expiration and will further not affect any rights and obligations, which specifically or by their nature survive the termination or expiration of this Agreement.

4. Commercial:

- Contractor shall keep record/ books of accounts as desired by CLIENT in the format as prescribed, and shall make available its record/books of accounts to CLIENT or its representative for transparent operations of CONTRACTOR from time to time.
- Contractor is not entitled to collect any other fees or any money / amount from the prospective student on any account whatsoever. (At present we are getting our online admission process of CLIENT from one admission process centre with reasonable processing charges.)
- Client and the Contractor shall settle the accounts once in a month.
- Client holds the right to send its accountant/representative to Contractor to settle accounts, verify all books as maintained by Client from time to time. Client agrees to entertain this activity at all times.
- Contractor has to submit the invoice in the prescribed format as shared by the Client, as per the prescribed timelines.
- Records of daily inquiries, admission or examinations have to be sent to Client by the Contractor at the end of the day.
- Detail commercials charges are mentioned in Annexure A and Annexure B.

5. Amendment of Agreement:

This Agreement specifies the responsibilities of the Parties. However, throughout the Agreement's operation, events can occur that would necessitate changes or amendments to the Agreement. These adjustments/modifications shall be mutually agreed upon and approved as "Appendix A-B or Addendum to the MOU." These changes/modifications will be jointly discussed and agreed upon in writing, and they won't take effect until they're signed by the respective parties' lawfully authorized representatives.

6. Indemnity clause:

Contractor has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against Client, arising out of and as a result of any breach, callous, negligent, negligent action or omission by Contractor and has undertaken to keep Client indemnified against all losses and damages suffered including expenses incurred by Client while defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions.

Professional practice:

In regards to any topic relevant to this MOU, Contractor and Client shall always act as faithful advisors to one another and shall, at all times, promote and safeguard each other's legitimate interests in any interactions with the third Party.

Article 4: MISCELLANEOUS PROVISIONS

1. Confidentiality:

Contractor appreciates that a substantial amount of technical, commercial, strategic and competitive information ("sensitive information") about the Client will be made known/available and will become known/available to the contractor during the term of this agreement. Sensitive information refers to anything(s) owned by (or in the possession of) the Client that is/are not generally known or discoverable through legal Methods and provide a competitive advantage, have economic value or relate to individual privacy. Contractor agrees that all confidential information, clearly marked as such, that is supplied to Contractor during the term of this agreement shall be treated as confidential by the Contractor and its employees. Contractor is forbidden from disclosing the said confidential information to any third person, firm, Organization or organization either directly or indirectly, without the explicit permission of the client.



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2. **Non-Disclosure:**

Contractor will not, at any time, disclose or divulge or make public, except on legal obligation, any information regarding the client's affairs or work carried out whether the same may be made known/available to the contractor or become known/available to contractor in the course of the mentioned services or otherwise. A disclosure of items from the Client's item bank in any form by any means by Contractor or its personnel whether intentionally or otherwise will be a violation of this confidentiality clause as it undermines the integrity and security of the Client's Products and Services and sanctity of examinations in general. Any unauthorized access, reproduction, distribution, or disclosure of items from the Client's item bank by Contractor or its Personnel before, during, or after a test is strictly prohibited and may lead to termination of this agreement and pursuance of available remedies by the Client and/or Client Sponsors, which may include criminal prosecution and / or a civil suit seeking damages.

3. **Limited Warranty; Limited Remedies:**

Client makes no warranty concerning the Software or the Client Products and Services or any other services or goods provided under this Agreement, and Client hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

Client shall not be liable to the Contractor for any indirect, incidental, or consequential damages or damages from lost profits or lost use, even if Client is advised as to the prospect of the same. Further, Client shall not be liable to Contractor for any damages arising out of a breach of this Agreement for any amount greater than the equivalent of one month's worth of payment by the Client to the Contractor for services arising out of this Agreement during the term hereof; calculated as an average of the previous 3 month's payments.

4. **Agreement Costs:**

Stamp duty or registration charges, as applicable, if any, with respect to this agreement and the duplicate thereof shall be borne by the Contractor. The original shall be retained by the Client and the Contractor shall retain the duplicate.

5. **Materials:**

Contractor may be issued some materials by the Client such as admission brochures, application forms, admission related marketing material (like leaflets, brochures flyers), test Centre server, business stationery, documents, etc. which will remain the property of the Client. Contractor agrees to return them in good shape to the Client upon expiry or earlier termination of the Agreement.

6. **No employment:**

Nothing in this agreement shall be deemed to create any relationship of partnership, employment, franchising, or joint venture between the Client and the Contractor. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.

Jurisdiction & Disputes:

The Agreement shall be governed by and construed in accordance with the laws of India. In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of the Agreement (hereinafter referred to as the "Dispute") between the Parties, the Parties shall attempt in the first instance to resolve the Dispute through friendly consultations. In the event, the dispute is not resolved through friendly consultations; the same shall be referred to arbitration to be conducted by a sole arbitrator appointed by the Client. The venue of arbitration shall be Pune and that same shall be conducted according to the provisions of Arbitration and Conciliation Act, 1996. The relevant Courts in Pune shall have exclusive jurisdiction.

8. **Assignment:**

The Contractor shall not be entitled to, without the prior approval or permission in writing of the Client to assign or transfer either part or whole of any rights, benefits or duties and obligations assumed or undertaken or incurred under this agreement to any other person.



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9. Severability:

Any provision of this Agreement is held invalid or unenforceable for any reason, that invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

10. Notice:

Any notice, approval, consent and or other notification required or permitted to be given under this agreement must be in written in English and delivered personally, sent by registered mail with postage fully paid, or sent by facsimile (with postage prepaid) to the address listed below or to such address as may from time to time be given by each Party to the other Party in writing and in the manner previously provided.:

(a). The Deputy Registrar,

Symbiosis Open Education Society

Symbiosis Bhavan, 1065 B, Chatuhshrungi Rd, Model Colony, Pune, Maharashtra 411016

(b). Principal, IC.EEM, Aurangabad - 431136

(Name & Designation of the Authorized Signatory)

Or to such other address, fax number or e-mail address as either Party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or e-mail on the first business day following the transmittal of;

11. Force Majeure:

Neither Party shall be responsible for delay or default in the performance of its obligations due to Force Majeure. Force Majeure shall mean contingencies beyond either Party's control such as but not limited to fire, flood, civil unrest, earthquake, war, strikes and Government action / policies detrimental to the interests of either party. If either Party is prevented by such force majeure from performing its obligations under the Agreement, such Party shall promptly notify the other Party of that effect. In the event such Force Majeure has continued to exist for a period exceeding four (4) weeks at a stretch the Parties may mutually decide the future course of action to be taken at their respective sole discretions including terminating this Agreement.

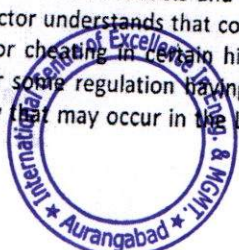
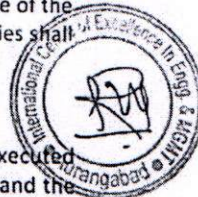
In the event that either party is wholly or partially prevented from or hindered in carrying out or observing any of the terms or conditions of this agreement due to any reason specified in this MOU, such party shall provide written notice to the other party by the most expedient means as soon as possible after the occurrence of the reason relied upon, providing full details of the reason for such prevention or hindrance, and the Parties shall in good faith consult each other.

12. Entirety & Modifications:

This Educational Services Agreement (together with all annexures and documents executed contemporaneously with it or referred to in it) constitutes the entire agreement between the Client and the Contractor in relation to the subject matter and expressly supersedes all prior agreements and understandings whether oral or written with respect to the subject matter hereof. This Agreement shall be altered, modified or supplemented only in writing and duly signed by authorized representatives of the Parties.

13. Compliance with Laws:

Contractor will, at his sole cost, risk and consequence obtain and keep valid, all permissions/authorizations/licenses, if any, required under the local body, state government or central government laws for entering into and performing its obligations under this Agreement. Contractor agrees to conduct its business operations in accordance with all applicable central government, state government, and local body laws and regulations. Contractor shall always comply with all the statutory provisions and other statutory enactments, rules and regulations laid down by the Central or State Government or local body in force or may come into force from time to time which may apply to this agreement. Without prejudice to the generality of the foregoing, the Contractor shall fully comply with the provisions of University Grants Commission (Prevention, prohibition and redressal of sexual harassment of women employees and students in higher educational institutions) Regulations, 2015. The Contractor shall ensure zero tolerance against any cases of sexual harassment. Contractor expressly indemnifies the Client against any action arising out of non-compliance with laws, if any, on the part of the Contractor. Contractor agrees to install and operate only licensed Software and original hardware on all Computers. Contractor agrees that it shall not engage in the Administration of Client Products and Services any person having a criminal background or adverse police record. Contractor understands that committing or facilitating or abetting exam fraud, impersonation, unfair means or cheating in certain high-stakes examinations may violate some applicable local, state or national law or some regulation having the force of law. Contractor will remain responsible for any such violation of law that may occur in the Learner Support Centre(LSC) and contractor hereby indemnifies and



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Aurangabad

holds Client and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any legal action, claim or demand, arising out of such violation of law that may occur in the LSC.

Copyright and intellectual property:

Without the other Party's prior written consent, neither Party may use the other's name, trademarks, proprietary terms or symbols, or any other information disclosed under this Agreement in any publication, news release, marketing material, or in any other way.

We have read, understood and accepted all the above Terms and Conditions mentioned in this agreement and annexures there in too for the current Academic Year 2022-2023.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and the year first hereinabove written.

For and on behalf of Symbiosis Open Education Society (Client)

Name: Mr. Ashish Limgire

Designation: Deputy Registrar

For and on behalf of (Contractor) ICEEM, Aurangabad.

Name: Dr. R. S. Jahagirdar.

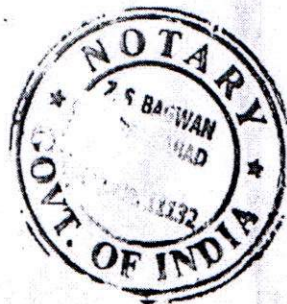
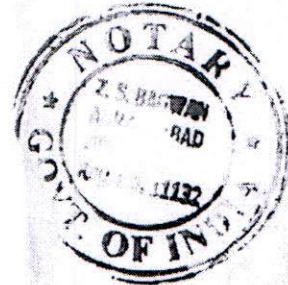
Designation: Principal.



BEFORE ME

26/4/2023
ADV. ZULPHEKHAR S. BAGWAN
NOTARY, GOVT. OF INDIA
Aurangabad Dist.
Regd. No. 11132

Adv. Zulphekar S. Bagwan
Notary, Govt. of India
Aurangabad Dist
Reg. No. 11132



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Annexure B: Examination Centers (INDEX)

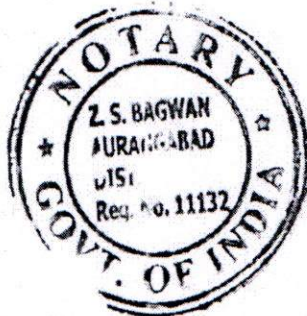
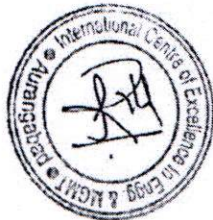
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1. **Contractor's obligations:**

A) **Scope of Services**

1. **Compliance with Agreement:** Contractor agrees to comply with all the terms of the Educational Services Agreement outlined herein.
2. **Provision of Examination Centre Requirements:** Contractor agrees to ensure continuous, permanent and uninterrupted provision of the minimum Examination Centre's requirements as specified in Annexure B herein.
3. **Compliance With Client Policies:** Contractor understands and agrees that it must meet the standards set forth in "Client Policies, Guidelines and Procedures" attached hereto as appendices 3 and incorporated herein by reference. Contractor understands that the Guidelines are designed by Client to ensure an appropriate environment for delivery of the Client Products and Services and to protect the reputation of Client and Contractor's agreement to obey the Guidelines is a material inducement to Client to enter into this Agreement with Contractor. Contractor understands and agrees that Client has the right, in its sole discretion, to amend the Guidelines from time to time and shall inform Contractor of any changes via email. Contractor's failure to comply with the Guidelines shall entitle Client to terminate this Agreement.
4. **General Business Conduct:** Contractor agrees to conduct business in a manner that reflects favorably at all times on the Client Products and Services and the reputation of Client, in connection therewith, not to engage in deceptive, misleading, illegal, or unethical conduct that is or might be detrimental to Client or to the Products or Services. Should Contractor fail to abide by the Guidelines, and/or engage in conduct that reflects unfavorably upon and threatens the name, goodwill, reputation or image of Client, such conduct shall constitute a Material Breach and shall entitle Client to terminate this Agreement.
5. **Examination Centres Invigilator/Administrator:** During the term of this agreement, contractor will assign and ensure continuous assignment, of at least one of Contractor Personnel to be assigned as an Examination Centre invigilator. Training will be provided by the Client to Contractor Personnel using Client Technology at no separate cost to the Contractor or its Personnel. Contractor shall have available, on standby status, at least one additional, trained Examination Centres invigilator/ administrator who can fill-in or assist in case of a sudden illness, emergency, or test compromise. In case a certified Examination Centres invigilator/ administrator ceases to be available permanently or is made unavailable permanently due to any reason whatsoever, including, but not limited to, re-designation, departure, replacement, leave, etc., Contractor agrees to provide a permanent suitable replacement in the form of suitable person(s), inform the Client with names and contact details of such person(s) who will thereafter will be involved in administering Client Products and Services and make such person available for training and certification so that Client can train and certify such person(s) to be valid Examination Centres invigilator/ administrator. Contractor agrees and understands that the availability and presence of a valid Examination Centres invigilator/ administrator at all times during the term is an essential and non-negotiable aspect of this agreement.
6. **Network engineer:** During the term of this agreement, contractor will assign and ensure continuous assignment, of at least one of Contractor Personnel to be assigned as an



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Examination Centres Network Engineer. Training will be provided by the Client to Contractor Personnel using Client Technology at no separate cost to the Contractor or its Personnel. Contractor shall have available, on standby status, at least one additional, trained Network Engineer who can fill-in or assist in case of a sudden illness, emergency, or test compromise. In case Network Engineer ceases to be available permanently or is made unavailable permanently due to any reason whatsoever, including, but not limited to, re-designation, departure, replacement, leave, etc., Contractor agrees to provide a permanent suitable replacement in the form of suitable person(s), inform the Client with names and contact details of such person(s) who will thereafter will be involved in administering Client Products and Services and make such person available for training so that Client can train and certify such person(s) to be valid Examination Centre Network Engineer. Contractor agrees and understands that the availability and presence of a valid Network Engineer at all times during the term is an essential and non-negotiable aspect of this agreement.

7. **Operating Hours:** The Examination Centre facility is being proposed / established to serve the testing needs of local students and community. It is expected that the contractor provide enough computers and Examination Centre availability Schedule that will allow candidates reasonable access to Assessment Exams. At a minimum, the contractor will provide a minimum hours of inventory every month including hours on Saturdays and Sundays.
8. **Advice to Client:** Contractor agrees to advise and escalate to Client promptly concerns about any material information that may come to Contractor's attention regarding the Client Products and Services, including, but not limited to, security compromise with respect to Client Products and Services, errors, grievances, unscheduled visits by personnel of Client, complaints, or claims by Examinees and others about Client Products and Services.
9. **Changes:** Within 5 working days of such change, Contractor shall update Client via email of any organizational and contact details that may have changed, including, but not limited to: name of legal entity, owners/shareholders/trustees, address, telephonic contacts, electronic contacts, web site URL, personnel involved in administering Client Products and Services and any additional relevant employee names and their responsibilities as appropriate.

B) Physical Infrastructure Requirements:

The Contractor Institution will:

1. Provide minimum one computer lab with minimum 10 computer exclusively in examination slot of CLIENT, without charging any rent.
2. Providing necessary support to the students to complete their examination process and other queries at a time of each examination.
3. Provide a full-fledged computer lab equipped with computers, internet, broadband facilities to facilitate processing of online assignment system and other online activities of CLIENT as per requirements of study for the Client programmes and examinations.



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14.

Duties of Client upon Termination:

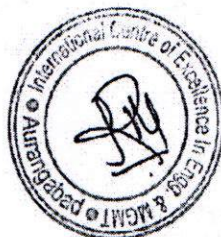
Upon termination, Client shall immediately, uninterruptedly, unhesitatingly and without claim or demand, cease and desist from advertising the Contractor as an Examination Centre of the Client and asking Contractor and Contractor Personnel from administering or delivering any Exams of the Clients. Client shall arrange for shipment of the Examination Centre Server if installed, from the address of the Examination Centre Facility to Client Premises. All costs of shipment shall be paid by Client. No such shipment may be interrupted by Contractor for any reason without the prior approval of Client. Client shall physically inspect the Examination centre Server hardware upon receipt. If the Client does not report any visible defects or damages to the hardware immediately upon receiving, it will be deemed that the Examination centre Server hardware was returned by the Contractor to the Client successfully without any physical damages, making the Contractor due to a return of the RIFSD earlier paid by the Contractor to the Client.

15. Malpractice, Unfair Means:

Contractor are recommended to conduct the examinations on the client machines which has webcam installed on it. The webcam must be installed properly so that it captures photograph of a student. Appropriate action as per the rules of the institute will be taken by Client against any contractor, found indulging in malpractice or aiding and abetting it. Contractor shall maintain the CCTV footage of exams and may provide to client whenever required and demanded for further verification by the client.

16. Identification:

In all materials generated and published by the Contractor to administer and/or Market Client Products and Services, and in all physical locations occupied by the Contractor, Contractor agrees to identify itself as a Client Examination Centre with clarity and in accordance with the reasonable instructions of Client, and abiding by all logo usage provisions of this Agreement. This agreement does not permit Contractor to use Client's trade names, trademarks, designs logos & copyrights for any other purpose whatsoever without prior written permission of the Client. Locations and publications as referenced herein include but are not limited to: commercial, listings, directories, stationery, collateral, websites, business cards, advertisements, and office facilities. The Client hereby grants to Contractor a limited, non-exclusive, non-transferable, non-assignable license and right to hold itself out to the general public as Examination Centre of the Client, subject to the terms and conditions of this Agreement. The Client expressly prohibits Contractor from holding itself out as a provider or reseller or agent or distributor or partner or affiliate, by whatever name known, with respect to any other product, service or offering of the Client and that Contractor is authorized to hold itself out strictly and only as an Examination Centre of the Client.



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17. Obligations of Client:

During subsistence of the contract, CLIENT will provide following assistance / support:

- a) CLIENT shall arrange a training & orientation program to acquaint the nominee of the Client. This program may be conducted at CLIENT office, Pune or any other place as decided by mutual understanding.
- b) Client shall provide necessary support for the Contractor for conducting online examination
- c) Monitor and supervise and visit the CONTRACTOR at any time of examination to ensure that CONTRACTOR under this MOU are being run as per standards of CLIENT.
- d) Client agrees to comply with all the terms of the Educational Services Agreement outlined herein.
- e) Client agrees to provide training to the Examination Centre administrator and Network Engineer nominated by the Contractor, using Client Technology, at the sole cost and effort of the Client, at no separate cost to the Contractor or its Personnel.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement and caused it to be effective as of the date first written above.

Signature:


(ICEEM)

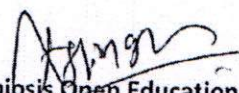
Name: Dr. R. S. Jahagirdar.

Title: Principal.

Date:

At:



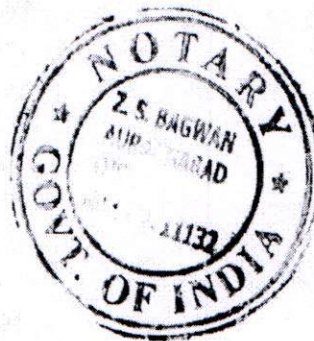

(Symbiosis Open Education Society)


Mr. Ashish Limgire

Deputy Registrar

24-03-2023

Pune




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Appendices 1

Cleanliness, Hygiene and Layout Standards of the Examination Centre Facility

1. The Examination Centre Facility, especially the Examination Centre Lab, must represent a professional environment that is clean, comfortable, quiet, distraction-free, odour-free, smoke-free and conducive to educational testing.
2. The Lab should be temperature-controlled during assessment tests for general comfort of examinees.
3. The Examination Centre Facility must have running drinking water in the form of water huts or dispensers.
4. The Examination Centre Facility, especially the Examination Centre Lab, must have adequate lighting and ventilation.
5. The Examination Centre Computers must be placed on clean surfaces with ergonomically-suitable seating.
6. There should be no glare due to outside natural lighting or ambient lighting on the computer screen.
7. Examination Centre Computers must be located sufficiently away from each other and line-of-sight between Examination Centre Computers must be sufficiently poor to prevent examinees from engaging in cheating, copying, etc. It is preferred that each Examination Centre Computer is separated with a partition located such that no Examinee can read the monitor of another Examinee. In cases where partitions aren't available, it is recommended that no one Examination Centre computer should have a direct line-of-sight to another to discourage copying and/or collaborating.
8. Each testing workstation will be separated by an acoustical partition and located such that no candidate can read the monitor of another candidate. *Partitions are strongly preferred, however, in cases where partitions aren't available, no one work station should not have any direct line of site to another with a minimum of 5 feet (1.524 meters) between workstations unless privacy screens are used, then a 3 foot (.9144 meter) minimum would be acceptable.
9. There should be a reception/check-in area outside the Examination Centre Lab but inside the Examination Centre facility which will be used to identify and authenticate examinees before they are allowed to enter the Examination Centre Lab.
10. The Examination Centre Lab should be easily accessible and not be located in verandahs, chajjas, maaliyas, lofts, basements or other hard-to-reach places.
11. The Examination Centre Lab should provide access to people with disabilities, if required by applicable local laws and regulations.
12. In order to ensure integrity of the tests and avoid exam fraud/cheating, the Examination Centre Lab shall contain no materials (reference texts, posters, chits, stickers, etc.) that are related to the subject matter of the tests.
13. The Examination Centre Lab should provide direct line-of-sight visibility for Examination Centre Administrator / Proctor.
14. The Examination Centre Lab should have a wall-clock whose time should be synchronized carefully with the time at www.timeanddate.com



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ii)

Minimum examination centre Safety and Security Standards

1. Examination Centre Laboratory must be lockable to restrict any unauthorized access.
2. Examination Centre Laboratory & Examination Centre Facility exits must be clearly marked and unobstructed.
3. Examination Centre Laboratory & Examination Centre Facility emergency exits must be clearly identified and clear of obstructions. All local fire safety laws must be adhered to, including, but not limited to, having fire exits, evacuation drills, evaluation plan, etc.
4. Examination Centre Examination centre Server must be kept in a server room or other such secured, isolated and temperature-controlled enclosed room.
5. Fire extinguishers must be in working order, location well marked and easily accessible
6. First-Aid kits must be stocked and easily accessible
7. Certain high-stakes exams might require additional security, including, but not limited to, police protection. Additional payments may be due to the Examination Centre in such cases. Examination Centre must obtain and provide necessary security in such cases



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Appendices 2: Raising invoice for Payment

Service Fee for services rendered by Contractor in accordance with Annexure A will be calculated per Successfully Administered Exam/Test at a rate that is based on the Assessment Exam/Test Duration as per the following table:

Remuneration per exam conducted (student present for exam)	Rs. 100/-
--	-----------

1. Unsuccessful Exam/Test will not be considered in the calculations.
2. If a Post Exam/Test Printout is required by the Program, applicable charges at actuals, as per A4 printout handed over, will be added to the calculations by Contractor.
3. Contractor will calculate all Successfully Administered Exams/Tests in a calendar month and send an invoice with an accompanying statement to Client within 7 working days of next month.
4. Client will verify the invoice and statement sent by Contractor and will match it with Client records and if no discrepancy/error is found in the same, Client will release payments to Contractor after deducting tax at source (TDS) as applicable after 25th working days of receiving such invoice.
5. If a discrepancy/error is found, Client and Contractor will collaborate expeditiously to remove the discrepancy/error and the invoice will be processed for payment thereafter.
6. The rates mentioned are exclusive of service tax, if any, applicable.



Appendices 3: Client Policies, Guidelines and Procedures

Client Policies, Guidelines and Procedure include the following documents. Client reserves the right, in its sole discretion, to add to this list of documents or modify or revise the listed documents at any time, and Contractor agrees to be bound by such additions, modifications or revisions effective immediately upon intimation thereof.

Sr	Document Name	Reference	URL
1	I. Cleanliness, Hygiene and Layout Standards of the Examination Centre Facility	Appendices 1	www.scdl.net
	II. Minimum required configuration of the Examination Centre computers		
	III. Minimum Examination Centre Safety and Security Standards		
2	Personal Belongings Policy	Appendices 4	
3	Examinee Identification Policy	Appendices 5	
4	Examination Centre Invigilator/Administrator Qualifications and Responsibilities	Appendices 6	
5	Examination Centre Network Engineer Qualifications and Responsibilities	Appendices 7	
6	Policies and Procedures for Administering Tests	Appendices 8	
7	Exception Handling Process in Case of Unfair Means, Testing irregularities and Compromises (for Students)	Appendices 9	
8	Exception Handling Process in Case of Unfair Means, Malpractice Testing irregularities and Compromises (for Exam Centers)	Appendices 10	



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Appendices 5:

i) Examinee identification requirements

Student is responsible for understanding and following these identification (ID) requirements and policies. Student may be denied entrance to the examination centre if student cannot present acceptable ID or if the validity of the ID is in question. The test administration staff has sole discretion on test day for determining the validity and acceptability of any ID presented for admission to the test centre, and for any determinations regarding non-compliance with ID policies. In case of any questions about our ID requirements and policies, student must contact Student Support well in advance of test day.

Students must furnish:-

1. Identity Card by the Institute / Organization
2. Exam Hall Ticket
3. Acceptable Identity Cards

SCDL reserves the right to withhold or cancel scores at any time in the event that these ID requirements and policies are not complied with. Individuals suspected of engaging in criminal activities will be reported to the concerned law enforcement agencies.

ii) Acceptable Identification Documents

In addition to the ID Card of Institute/Organisation issued to the student, student must bring a valid and acceptable form of identification (listed below) each time the student reports to an SCDL test centre. It is student's responsibility to ensure that student's ID documents are up-to-date and available on the day of the test.

The ID document, in addition to the ID Card of Institute/Organization, must:

1. Be issued by a government organization / department
2. Be an original document — photocopied documents are not acceptable
3. Be valid and current — expired documents (bearing expiration dates that have passed) are not acceptable, no matter how recently they may have expired.
4. Bear the test-takers full name, in English characters, exactly as it appears on the Student ID Card (if the name is too long to fit on the Student ID Card, the name on the ID need only match the part that appears on the ticket).
5. Bear a recent recognizable photograph that clearly matches the Examinee and the Examinees photo on the Acceptable Identity Card.
6. Be in good condition, with clearly legible text and a clearly visible photograph

iii) Examples of Acceptable ID

1. Government-issued driver's license
2. Government-issued passport
3. Government-issued Electoral Photo ID Card (EPIC)
4. Government-issued PAN Card with photo
5. Government-issued UID card (Aadhar Card)
6. Employee photo ID card issued by Defense Services, Government Departments & MGMT.



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Public Sector Undertakings

iv) Examples of Unacceptable ID

Following documents are not acceptable ID under any circumstances:

1. Any document that is photocopied
2. Any document that has expired
3. An electronic copy of any ID document on any smartphone or other electronic device without authenticated portal or site.
4. Any document that does not bear a recent recognizable photograph that clearly matches the Examinee and the photo on the ID Card of Institute/Organization.
5. Any document that does not bear Examinee name in English characters exactly as it appears on the ID Card of Institute/Organization (even if the name is a maiden name or pre-marriage name).
6. Any document that is worn, torn, scuffed, scarred or otherwise damaged in such a manner that it renders any part of the text on the ID card illegible or renders any part of the photograph unrecognizable
7. Any document that appears tampered with or altered
8. Utility bills such as telephone bills, electricity bills, etc.
9. Property documents such as sale deeds, lease agreements, maintenance bills, etc.
10. Credit or debit card of any kind, even one with a photograph
11. Birth certificate or Marriage certificate
12. School/College Leaving/Transfer Certificate or any other academic credential
13. Ration card
14. PAN Intimation Letter
15. Insurance Policy Documents
16. Credit card or bank statements or passbooks, even one with a photograph.
17. Employee ID card
18. Any temporary ID card
19. Any document not listed in the " Examples of Acceptable ID List" above
20. Adhar Card and PAN Card application Slip

v) Important Policies Regarding ID

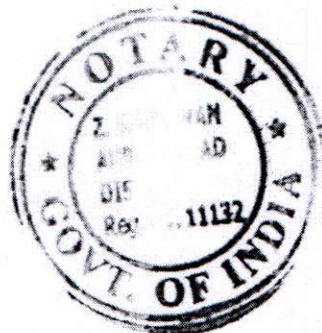
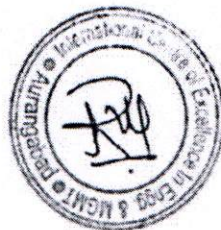
1. Student is responsible for ensuring that the name he/she used to register with SCDE exactly matches the name on the ID document(s) he/she will present at the test centre. If Student needs to make a change to his/her name after registering, student should contact Student Support well in advance of test day.
2. The ID presented by the student must sufficiently authenticate student's identification to the examination centre staff. If the test administration staff questions the ID presented, Student may be required to provide additional ID. If sufficient authentication of student's identification cannot be made, Student may be denied admission to the examination centre or student's test score may be withheld or canceled.
3. If a student leaves the centre to obtain acceptable identification, the student must return to the centre within the allotted time.



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return, examination centre staff may be unable to admit the Student to take the exam. Prior admission to a examination centre based on any particular ID document is no guarantee that the same ID document will be considered acceptable in the future.

4. Examination centre staff are not required to hold student's seat if student leaves the centre to obtain acceptable identification.
5. A student should not expect to be permitted to attempt the exam via a smartphone or any electronic device that contains an electronic copy of their ID proof. A real ID proof is required at all times. There are no exceptions to this.
6. Admission to the examination centre is no guarantee that the ID provided is valid or that student's scores will be reported. All reported or suspected cases of questionable ID or test-taker identity are subject to our review and approval before, during or after the test administration.
7. In addition to requirements of valid ID documents, you may be photo-graphed, video-graphed, thumb-printed, or subject to other form of electronic ID confirmation.
8. If Student fails to comply with these identification requirements and policies, Student may be dismissed from the examination centre and student's scores may be withheld or canceled. If Student is dismissed from the examination centre prior to completing the test because of invalid or unacceptable ID, or failure to comply with these ID requirements and policies, student's test fees will not be refunded.



industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Manufacturer of automobile machining components, gear and jig pulling.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.



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Appendices 6 : Examination center Administrator Qualifications and Responsibilities

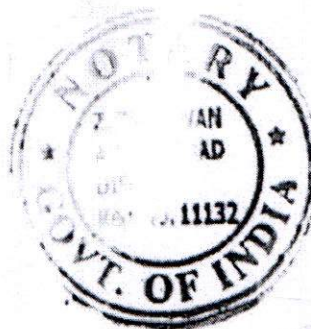
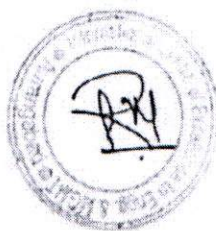
The Test Center owner/ Examination Centre will assign a minimum one person, (two or more are strongly recommended), to be trained as an INSTITUTE/ORGANISATION Examination Centre Test Center Administrator).


A PROCTOR must:

1. Be a graduate in any discipline
2. Complete initial training provided by INSTITUTE/ORGANISATION EXAMINATION CENTRE
3. Manage daily test center operations and
 - a. Be available to administer tests during scheduled testing hours;
 - b. Be skilled at customer service relations and committed to providing high-quality services to all candidates
 - c. Be skilled in test administration and secure proctoring manage daily test center communications
 - d. Maintain communication with Institute/Organization authorities

Administrative Responsibilities of Proctor regarding completion of test formalities:

1. Proctor should maintain the daily attendance sheets.
2. Proctor should timely dispatch attendance sheets and Satisfaction Vouchers to Institute/Organization authorities.




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Appendices 6 : Examination center Administrator Qualifications and Responsibilities

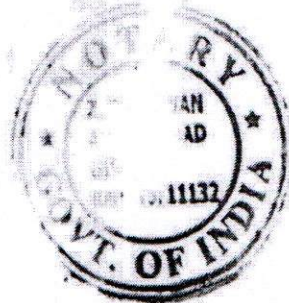
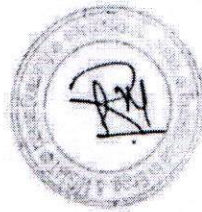
The Test Center owner/ Examination Centre will assign a minimum one person, (two or more are strongly recommended), to be trained as an INSTITUTE/ORGANISATION Examination Centre Test Center Administrator).

A PROCTOR must:

1. Be a graduate in any discipline
2. Complete initial training provided by INSTITUTE/ORGANISATION EXAMINATION CENTRE
3. Manage daily test center operations and
 - a. Be available to administer tests during scheduled testing hours;
 - b. Be skilled at customer service relations and committed to providing high-quality services to all candidates
 - c. Be skilled in test administration and secure proctoring manage daily test center communications
 - d. Maintain communication with Institute/Organization authorities

Administrative Responsibilities of Proctor regarding completion of test formalities:

1. Proctor should maintain the daily attendance sheets.
2. Proctor should timely dispatch attendance sheets and Satisfaction Vouchers to Institute/Organization authorities.



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Appendices 7: Examination Centre Network Engineer Qualifications and Responsibilities

Test Center owner/ Examination Centre will assign a minimum one person, (two or more are strongly recommended), to be trained as an INSTITUTE/ORGANISATION Examination Centre Test Center Network Engineer).


A Network Engineer must:

1. Be a graduate in any discipline preferably Computers Networking
2. Complete initial training provided by INSTITUTE/ORGANISATION EXAMINATION CENTRE
3. Manage daily test center operations and
 - a. Be available to administer tests during scheduled testing hours;
 - b. Be skilled at customer service and committed to providing high-quality services to all candidates
 - c. Be skilled in test network engineer and secure proctoring manage daily test center communications
 - d. Maintain communication with Institute/Organization authorities

Network Engineer Responsibilities regarding completion of test formalities:

1. Network engineer should solve queries faced by students at a time of each examination.
2. If any technical problem arise, he/she should be able to resolve it immediately.
3. Network Engineer should report to Client for any important issue.
4. Network Engineer should give technical support to all student while giving examination.
5. Network Engineer should note down important issues arises while exam and communicate to Client on daily basis.




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Appendices 8: Policies and Procedures for Administering Tests

Procedure before the commencement of Tests

1. The work stations should be ready before at least half an hour of scheduled test.
2. The proctor should be available with attendance register and respective login ID and passwords of respective students.
3. Proctor should verify the Identity card and hall ticket & government issued photo id proof all in original of the examinee.
4. The proctor should give necessary instructions to the examinee before commencement of test.
5. Examinee should be instructed to keep his/her personal belongings in designated area.
6. The proctor should escort the student to the respective workstation.
7. Proctor should start the test by using login ID and Password of respective examinee.
8. Proctor should take attendance of examinee once the exam started.

Procedure for conduct of Tests

1. Proctor should continuously monitor examinees during conduct of tests.
2. Examinees should be prohibited from interacting with other examinees.
3. Examinees should be warned if they are found violating the test rules.
4. Proctor should ensure smooth execution of tests.
5. Proctor should extend all kind of operational assistance, if required, to examinees during the conduct of tests.
6. Proctor should timely update SCDL authorities in case of emergencies.

Procedure after the conduct of Tests

1. The proctor should ensure examinee has successfully completed the test.
2. The proctor should take daily backup of examination activities as suggested by SCDL IT team.



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Appendices 9: Exception Handling Process in Case of Unfair Means, Testing Irregularities, Compromises, and Dismissal (Against Students)

1. Impersonating any student or getting impersonated by any person for taking the tests.
2. Making a false representation pertaining to the eligibility to appear in the test;
3. Communicating or attempting to communicate with any institute personnel connected with the conduct of test, or with any paper-setter or examiner, with the object of finding out the name and address of the paper setter or examiner, or finding out the questions that have been set by the paper-setter or examiner, or with the object of influencing an examiner in the award of marks, or with the object of unduly influencing any one of them in the discharge of his/her duties in connection with the test;
4. Talking to another student, or to any unauthorized person inside or outside the test room during the test hours without the permission of a member of the proctor or Examination Centre staff, before.
5. Using any aids in connection with the test, including, but not limited to: any electronic device, any photographic device, any communications device, any smart device, mechanical pencils, mechanical erasers, pens, pagers, beepers, watch calculators, books, pamphlets, notes, unauthorized scratch paper, rulers, highlighter pens, stereos or radios with headphones, watch alarms (including those with flashing lights or alarm sounds), stopwatches, dictionaries, translators, compasses and protractors
6. Giving or receiving assistance in answering questions to or from any other student/ person in the examination centre or outside during the test hours;
7. Disrupting or attempting to disrupt the test, of the examinee or others, using any means or method;
8. Tampering or attempting to tamper records of an test;
9. Using any obscene or abusive language in his/her answer submissions;
10. Cheating or attempting to cheat the Institute in any manner.
11. During test time having in possession or access to:-
 - a. Any paper, books, note or any other unauthorized material which has relevance to the syllabus of the test-paper concerned.
 - b. Anything written on the scale, or any other instrument or on any kind of furniture or any other substance, which may have relevance to the syllabus of the test-paper concerned;
 - c. Anything written or signs made on the body of the student, on his/her clothes/garments, handkerchief, etc. which may have relevance to the syllabus of the test-paper concerned;
 - d. Anything written, or signs made on the admit card/ question paper which have relevance to the syllabus of the test-paper concerned;
12. Swallowing or attempting to swallow, or destroying or attempting to destroy a note or paper or any other material, or running away with the material with the intention of destroying the evidence of using unfair means, or being guilty of causing disappearance or destruction of any such material either by himself/herself or with

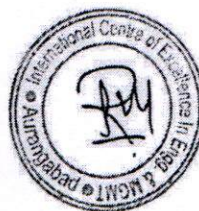
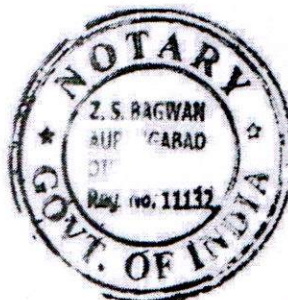


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- the assistance of any other person;
13. Using any device to share or exchange information at any time during the tests
 14. Attempting to remove test materials, including questions or answers, from the test room by any means
 15. Creating disturbance or noise in the sole discretion of the Examination Centre administrator.
 16. Tampering or attempting to tamper the Examination Centre computer at any time
 17. Leaving the examination centre mid-way during a test session without permission of the proctor
 18. Taking excessive or extended unscheduled breaks during the test session.
 19. Bringing in the examination centre any items in the list of "not allowed" items in the Personal Belongings Policy
 20. Smuggling papers related to the test or part thereof into the examination centre or out of it;
 21. Not following instructions or abiding by the rules of the institute or Examination Centre.
 22. Any act of omission or commission, by or on behalf of the examinee, whether prior to or subsequent to such test or the result thereof which in the opinion of the institute constitutes "Unfair means"

You may be not allowed to attempt the test and/or you may be dismissed from a test session and/or your scores may be withheld and ultimately canceled and/or other action, including, but not limited to, barring you from future tests, may be taken against you if you commit any actions that violate the terms of one or more of the following policies and procedures:

1. Arriving late at the Examination Centre.
2. Not complying fully with the Examinee ID policy
3. Not complying fully with the Examinee Personal Belongings Policy
4. Not complying fully with Examination Centre rules & regulations
5. Using Unfair Means as specified here in under.
6. Exhibiting confrontational, threatening, or unruly behavior, in the sole discretion of Examination Centre administrator.
7. Creating a disturbance or allowing an alarm or phone or other musical device to sound inside the test centre



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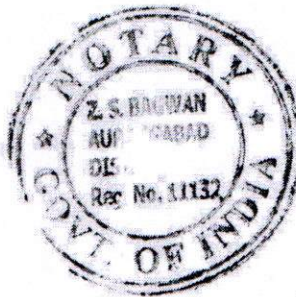
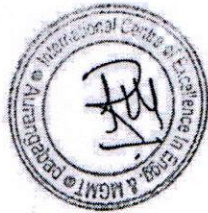


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CHANCELLOR

Appendices 10: Exception Handling Process in Case of Unfair Means, Malpractice, Testing Irregularities, Compromises, and Dismissal (Against Exam Centre Person or Contractor)

Malpractice, Unfair Means: -

Appropriate action as per the rules of the institute, will be taken by Client against any contractor, found indulging in malpractice or aiding and abetting it.



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Date:

Name of the LSC with Address:

Name of the invigilator:

Invigilator Contact no:

Invigilator E-mail Id:

Sr.No	Program	Student Registration No	Student Name	Email Id	Contact no	Time Slot	Sign

Name and Signature of Counsellor with Seal

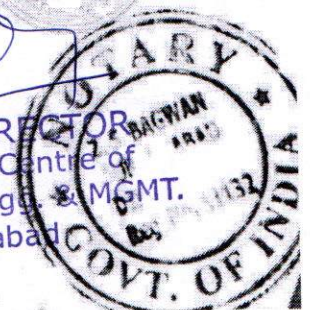
Name and Signature of Institute Director with seal

Date

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UNITED STATES
COAST GUARD
OFFICE OF THE
COMMISSIONER
WASHINGTON

AGREEMENT

This AGREEMENT is made and executed on 24th March 2023 by
and between EIRW's International Centre
of Excellence in Engg & Mgmt a organization incorporated
in Aurangabad - 431136 having its registered / corporate office at
"Contractor" (Hereinafter referred to as

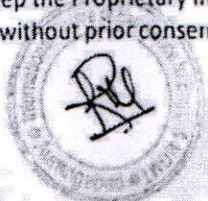
And

Symbiosis Open Education Society, a public charitable trust registered under the Maharashtra Public Trust Act, and a society registered under the Societies Registration Act, 1860 having its Registered and Corporate Office at Model Colony, Pune 411016.

WHEREAS, each party may transmit and receive, certain information of the other party which may include information regarding the identity, plans, business models, technical products and services, clients and financial data of itself and its customers which information the Transmitting Parties deem Proprietary and Confidential.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

- 1. Proprietary Information:** For the purpose of this Agreement, the term "Proprietary Information" shall mean and include any information whatsoever in written, oral, documentary or any other form, relating to the subject matter referred above which is received by one party ("Receiving Party") from the other party ("Transmitting Party"). Information that is disclosed only orally or visually shall not be considered Proprietary Information unless such oral and visual information is confirmed in writing by the Transmitting Party as being proprietary or confidential within thirty (30) calendar days after such oral or visual disclosure. For 30 days from disclosure, oral or visual information will be provided with the same protection as provided to Proprietary Information under this Agreement. Proprietary Information shall, without prejudice to the meaning assigned to it elsewhere in this Agreement, inter-alia includes notes, extracts, analysis or materials prepared by the Receiving Party which are copies of or derivative works of the Proprietary Information, or from which the substance of the Proprietary Information can be inferred or otherwise understood.
- 2. Exclusions of Proprietary Information:** Information shall not be deemed Proprietary Information, and the Receiving Party shall have no obligation with respect to any such information, if such information (i) is or hereafter becomes publicly known through no wrongful act, fault or negligence of the Receiving Party; (ii) is received by the Receiving Party without restriction and without breach of this or any other Agreement from a third party entitled to so disclose it; (iii) is approved for release by written authorization of the Transmitting Party; (iv) is independently developed by the Receiving Party who had no direct or indirect access to, or knowledge of, such Proprietary Information; or (v) is required to be disclosed under any order of a court, Government body or any other statutory authority; provided Receiving Party make reasonable efforts to give to the Transmitting Party a written notice of such disclosure and cooperate Transmitting Party in obtaining the injunction order, if any, and disclose to the court or Government body or authority.
- 3. The Receiving Party shall keep the Proprietary Information strictly confidential and not disclose the same to any third party without prior consent of the Transmitting Party. The Receiving Party**



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UNCLASSIFIED
EXEMPT FROM E.O. 13526
DATE 10/10/2001 BY SP-6
C. J. B. DIRECTOR

any copies, in whole or in part, machine readable or otherwise, of the Proprietary Information except for copies to be distributed to employees and/or agents on a need-to-know basis, and who have agreed to maintain the confidentiality of this Proprietary Information and in case of computer programs, copies for back-up and archival purposes.

4. All tangible information including, but not limited to, drawings, formulae, processes, specifications, photographs, documents, samples, models, machines, tools, software/firmware, machine-readable media of any kind and other information submitted hereunder, including business information, shall remain the property of the Transmitting Party. Upon completion by the Receiving Party of the purpose for which the Proprietary Information was disclosed, or upon written request by the Transmitting Party, whichever first occurs, the Receiving Party shall promptly return to the Transmitting Party all tangible forms of the Proprietary Information, including any and all copies and partial copies, whether machine readable or otherwise, and shall destroy all intangible copies and partial copies whether machine stored, machine readable or otherwise and an officer of the Receiving Party shall provide the Transmitting Party with a written certification as to such destruction.

5. Nothing contained in this Agreement shall be construed as:

- i. Requiring the Transmitting Party to disclose to the Receiving Party any particular information
- ii. Granting to a party a license, either express or implied, under any patent, copyright, trade secret or other intellectual property rights, now or hereafter owned, obtained or licensed by the Transmitting Party;
- iii. Creating warranties of any kind in connection with any particular information;
- iv. Constituting or implying any representation or commitment as to the development or availability of commercial products, features or services; or
- v. Soliciting any business or organization changes or incurring any obligations of any kind not specified herein.

6. The Receiving Party will not utilize any such Proprietary Information to develop products or produce articles for its own or another uses, or to develop products or produce articles sold or offered for sale or otherwise transferred or offered for transfer to anyone other than the Transmitting Party, without its written consent.

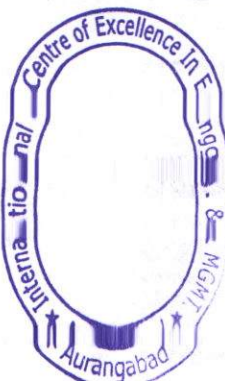
7. **Term:** This Agreement shall be valid and effective for 01 (one) year from the date of execution hereof or the consummation of the Purpose of the Agreement, whichever occurs later. Obligations of the Parties under this Agreement shall remain valid and enforceable for 02 (two) calendar years from the date of expiry of the Agreement.

8. **Law and Jurisdiction:** This Agreement shall be interpreted and the rights of the parties determined under the laws of India. Courts situated at Pune, Maharashtra, India shall have exclusive jurisdiction to try to and decide matters arising out of or in relation to this agreement.

9. **Equitable Relief:** The Receiving Party acknowledges that damages will be difficult to ascertain in the event of a breach of this Agreement, and agrees that an injunction may be obtained by the Transmitting Party to protect its rights hereunder, without limiting other rights and remedies the Transmitting Party may have.



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OFFICE OF THE
COMMISSIONER OF EDUCATION
STATE OF NEW YORK
ALBANY, N. Y.

10. **Notice of Breach:** The Receiving Party shall notify the Transmitting Party immediately upon discovery of, or suspicion of (i) Any unauthorized use or disclosure of Confidential Information by the Receiving or Transmitting Party; (ii) Any actions by the Receiving Party or Transmitting Party inconsistent with their respective obligation under this Agreement. Any notices to be given by either party to the other will be sufficiently given if delivered personally or transmitted by electronic mail or facsimile or if sent by registered mail, postage prepaid, to the Parties at their respective addresses, or any other addresses as the parties may notify to the other from time to time in writing. This notice will be deemed to have been given at the time of delivery if delivered in person or transmitted by electronic mail, facsimile, or within 03 (three) business days from the date of posting if sent by registered mail.

11. This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both parties.

12. Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears above their signature.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement and caused it to be effective as of the date first written above.


Signature:

Name:

Title:

Date:

At:


ICEEM
Dr. R. S. Tahagi
Principal
International Centre of Excellence in Engg. & Mgmt.
Aurangabad

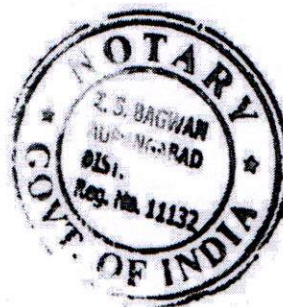
(Symbiosis Open Education Society)

Mr. Ashish Limgire

Deputy Registrar

24-03-2023

Pune

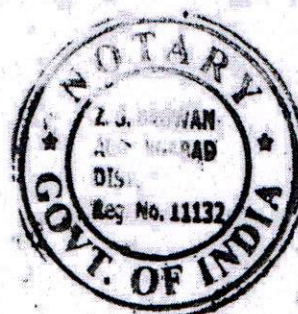
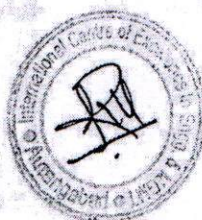



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Annexure A: Learner Support Centers

1. OBLIGATIONS OF THE "Contractor INSTITUTION":

Contractor shall be bound by all the rules, regulations, notifications, orders, circulars existing at the time of executing this contract and as issued from time to time. Contractor is thus obliged to visit the CLIENT Website in this regard every day.

Contractor shall ensure the following facilities for counselling and learning support activities of students enrolled in the programmes of Client.

i) Infrastructure requirement

a. Counselling room

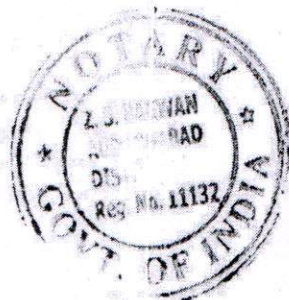
1. Minimum one counselling room with space of approx. 400-600 square feet is to be allotted by the Contractor for students approaching the Contractor for counselling purposes without charging any rent.
2. Provide class rooms with required furniture which can be used for holding academic counselling sessions or personal contact program (PCP) as per academic calendar of CLIENT, Which will be conducted by Client itself. For which separate charges will be provided by Client to the Contractor.
3. The counselling room should be well ventilated and appropriately located within the campus or building of the Contractor.
4. The counselling room should be well equipped with black/white boards, overhead projectors or LCD projectors, screens and other teaching aids, table and chairs.

b. Library

1. The Contractor may also provide Magazine and Journals relevant to different programmes.
2. Extend facilities for use of library to CLIENT learners for reference purposes.
3. Contractor shall also subscribe to at least two dailies Hindi and English.
4. The Client will pay separately for use of library facilities as per mutually agreed terms.

c. Computer Room

1. Contractor should have a well-equipped computer room with PCs or Laptops as per the course requirement, printers, and internet facility.
2. The Computer room should preferably be air conditioned and all the PCs should have power backup.
3. Provide/Share adequate number of Computers, printers, scanner, Internet facility, Web Cam, LCD Projector, high speed broad band, for office use and for facilitating processing of online assignment system and other online support activities of CLIENT.
4. Extend the use of Computer to CLIENT Learners for specialized programmes requiring use of institutional infrastructure facilities as per CLIENT norms



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d. Display Name Board of Client

1. Contractor should install display name board as prescribed by Client at their own cost and to replace it visibly at vantage point.

e. Students Amenities and Facilities

The Contractor have to ensure the following amenities to the learners:

1. The drinking water
2. Separate and adequate numbers of toilets for boys and girls
3. First-aid facility
4. Fire Extinguisher in working condition
5. Security and surveillance

ii) Responsibilities of Contractor as Learner Support Centre (LSC)

During the subsistence of the contract, Contractor will provide following assistance / support:

1. Contractor shall appoint minimum one dedicated staff for counselling to the prospective student. Any staff / personnel deputed by the Contractor for the purpose of executing this Agreement shall always remain the employee of the Contractor.
2. Contractor shall not share the students' details gathered from Client to any other institutes or agency. Non-Compliance of the above terms and conditions shall result in termination of the Contractor without any notice.
3. Contractor shall attend the prospective student in proper manner and shall inform Client on day-to-day basis about the number of queries and nature of queries received by Contractor, if any.
4. Contractor shall attend current learners grievance in proper manner shall inform Client on day-to-day basis about the number of queries and nature of queries received by Contractor, if any.
5. Display CLIENT posters at facility.
6. Create awareness through local connects.
7. Develop joint marketing plans based on market trends and competitors in local region.
8. Maintain record of potential students through lead capturing.
9. Assist the client in producing admission leads for the client and turning those leads into students.
10. Support CLIENT events and marketing communications in local region.
11. Counsel students to provide information about the programs and coordination for marketing activities.
12. Provide support in developing marketing strategies and campaigns for the local region
13. Calling of leads generated through various marketing activities for conversion into admission.
14. Providing necessary support to the students to complete their admission process and other queries.
15. Be a single point of contact for students for any guidance and support for enrolling them with Client.
16. Assist and direct the student in solving his learning issues, and regularly inform the client of all complaints.

iii) Manpower Requirements:

The Contractor will provide,

1. Dedicated Counselor or coordinator with dedicated mobile number for handling all new admission enquiries and addressing learner grievances received at the CONTRACTOR in person, by post through email or by phone for coordinating and managing all the activities of Learner support centers of CLIENT



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iv). Redress of Student/Learners' Grievances

One of the Contractor's key duties is to resolve the grievances of Learners. The following complaints from the client learners are possible:

1. Not receiving information about the start of the academic year.
2. Failure to get information about the start of counselling sessions.
3. Not receiving information about the deadline.
4. Not receiving information about their admittance to the programme being confirmed.
5. Failure to receive identity cards.
6. Study material not received, received late, received incorrectly, or received insufficiently.
7. Scheduling fewer counselling appointments than what is recommended, in correct / old information in the study material.
8. A delay in the project reports and assignment evaluation.
9. The results' delayed announcement.
10. The release of grade cards, mark sheets, and degree certificates is delayed.
11. Not responding quickly enough to their academic or administrative inquiries.
12. Etc...

For the purpose of addressing the concerns and questions of students, the client has a distinct Student Grievances Redressal Cell. The Contractor shall address all inquiries and complaints within the Contractor and shall promptly notify the Client authority; the Learners may be sent to the Client website for the purpose of filing their complaints. Because a delay in reporting or responding to the questions and complaints could hinder or postpone their studies, it is imperative that the Contractor report them as soon as possible.

v) Arranging for Induction Meeting

Before the start of the academic year or counselling class, the contractor will schedule an Induction Meeting for new students. Prior notice of the meeting will be sent to all students through email and SMS. The following tasks have to be completed during the meeting:

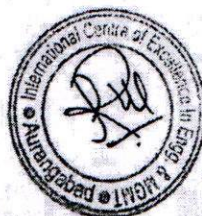
1. Greeting students and providing them with a general overview of the open and distance learning system.
2. Communication with the Coordinator and/or Counselors.
3. Giving students an impression of the higher education institution's study hours, counselling, assignment, project work, and evaluation pattern.
4. Resources offered to students by the contractor, including as library access and the ability to watch audio and video content.
5. The complete Induction Program's actions must be documented and delivered to the Client.

2. Maintenance of Records

Various records regarding academic activities at the Contractor, the number of students visited each day for counselling, the conduct of counselling sessions, use of the library's facilities, the number of admissions forms sold out, number of admissions done, number of grievances reported every day and necessary data must be transmitted online to the Client each day.

3. Orientation Programme for Counsellors

With the client's assistance, the contractor will set up an orientation programme for the counsellors at the start of the session. The entire orientation program's activities must be documented and sent to the client.




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U.S. CUSTOMS AND BORDER PROTECTION
OFFICE OF EXERCISES
STATION 1000



4. Library Services

The contractor will make arrangements to open up their library and other facilities to all students.

5. Information Services

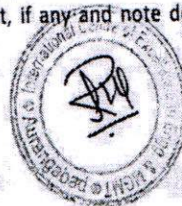
Through announcements, notice boards, email, etc., the counsellors must give the most recent information regarding the course materials, exams, counselling, and various programmes being run by the client. They must also provide them with the appropriate literature available at the contractor. As a result, the Contractor will act as the Client's information and learning resource centre for the pupils.

6. Contractor Counsellor/Coordinator

One trained contractor counsellor or coordinator is required to be provided by the contractor. To connect with the client coordinators, the counsellor must be familiar with computer usage and know their e-mail addresses. In the complete superstructure of the client's delivery mechanism, the counsellor is the primary functionary. The success of the Contractor's operation is largely due to their enthusiasm, proactive nature, managerial skills, commitment to societal needs, sensitivity to socioeconomically and educationally disadvantaged groups of society, and more specifically, their comprehension of the philosophy and strategies of ODL. Contractor counsellor/Coordinators roles and duties include:

Contractor shall appoint one single point of contact for the purpose of execution and implementation of the Agreement. The coordinator so appointed by the Contractor shall have the following roles and responsibilities:

1. Be in charge of all CONTRACTOR activities; coordinate and oversee everyone's work; and act as a link between the CONTRACTOR and the CLIENT.
2. Be in charge of keeping up with all registers and records relevant to the CONTRACTOR.
3. React to all correspondence from the Client, stay in touch with the Deputy Registrar, the Client, and other Client representatives, and be present for meetings whenever the Client calls for such meetings.
4. Monitor the client website and update the students on any relevant announcements.
5. Let the students know the time and date that have been assigned to them for the counselling sessions, contact programme, exam, etc.
6. Make sure the CONTRACTOR is open on the days the Client specifies.
7. Ensure that library services are offered to students who visit the CONTRACTOR for contact programmes and advice and records are appropriately maintained.
8. On days when counselling is offered, be accessible at the concerned CONTRACTOR. Alternate arrangements may be established to ensure that the Contractor's work is not hindered in the event that the CONTRACTOR Coordinator is unable to perform his or her duties on the days that have been specified or is required to miss work due to circumstances beyond his or her control.
9. Follow any instructions given to him or her from time to time by the Client, and send to the Client a daily, weekly, monthly, or quarterly report on the center's operations.
10. Be required to carry out any additional tasks that the Client may assign from time to time in order to ensure the center's efficient operation.
11. Keep track of grievances from students and submit them to the relevant client main office.
12. Keep track of admission form sales and completed admissions and submit them to the relevant Client main office.
13. Adhere by Client's rules and regulations and Client's academic and exam handbook.
14. Submit promptly the Audited Statement of Accounts for admission Support Services Activities and Examination Activities separately to the CLIENT periodically.
15. Attend the orientation program from time to time.
16. Inform Client about the Queries of the Student, if any and note down the same in given



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- format. Co-ordinate with the designated person of Client on daily basis.
17. Submit Daily Statement to Client explaining the details of visits, sale of application forms, walk-in inquiries, and telephonic inquiries.
 18. Submit Daily Statement to Client explaining the details of examination in given format.

It is desired that the Counsellors should have the competencies as listed below:

1. Possessing a PG degree from an accredited university.
2. Knowledge of fundamental studies on the characteristics, requirements, and differences between conventional face-to-face education and online learning.
3. Use of fundamental instructional design ideas.
4. Complete understanding of the topic matter and typical assumptions about the course (s).
5. A thorough awareness of how important learner-centered environments are in blended and online learning.
6. The capacity to promote a sense of community among students.
7. Flexibility and adaptability to the constraints and capacities of the delivery medium.
8. Understanding of the distribution method to offer simple troubleshooting
9. Flexibility in tasks.
10. Managing time (e.g. respond to learners in timely manner, extensive and advance preparation and planning).
11. Qualifications for the profession (e.g. motivated to teach, self-confident, articulate, good writer).

8. Obligations of Client:

During subsistence of the contract, CLIENT will provide following assistance / support:

- a) CLIENT shall arrange a training and orientation program to acquaint the nominee of the Client. This program may be conducted at CLIENT office, Pune or any other place as decided by mutual understanding.
- b) Client shall provide necessary support for the Contractor for marketing initiatives to be taken, if any, by the Contractor; however, this support shall be limited to providing promotional materials in terms of leaflets, brochures and flyers.
- c) Monitor and supervise and visit the CONTRACTOR at any time to ensure that CONTRACTOR under this MOU are being run as per standards of CLIENT.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement and caused it to be effective as of the date first written above.

Signature: _____

ICEEM

(Symbiosis Open Education Society)

Name: _____

Dr. R. S. Jahagirdar.

Mr. Ashish Limgire

Title: _____

Principal

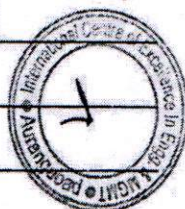
Deputy Registrar

Date: _____

24-03-2023

At: _____

Pune



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WASH DC
TO: DIRECTOR
FROM: [illegible]
SUBJECT: [illegible]

Appendices -1

Client Commercials for Academic Year 2022-2023

For all programs offered at Client including CPGDBA, PG Diploma, PG Certificate, Certificate Programs, Diploma Programs, etc. as per list attached.

i) Payment to the Learner Support Centre(Contractor)

Incentive on Application Form Sale Per Form	Rs. 500/-
---	-----------

Incentive on Course Fee per student after conversion to confirmed admission and receipt of Full course Fee	Rs. 1000/-
--	------------

ii) Payment for Personal Contact Classes (PCP)- (Contractor)

PCP will be conducted as per the schedule designed. The Contractor should make available the infrastructure to conduct PCP.

Remuneration Per Classroom Per Day	Rs. 2,000/-
Remuneration to Coordinator Per Day	Rs. 2,000/-
Remuneration to Peon Per Day	Rs. 500/-

1. INCOME TAX DEDUCTIONS (TDS) AND ALL OTHER SUCH DEDUCTIONS WILL BE APPLICABLE TO ALL PAYMENTS, WHETHER AT SOURCE OR OTHERWISE. GST WILL BE PAID SEPARATELY WHEREVER APPLICABLE.
2. The incentive shall be payable on the program fee upon actual collection of fees and shall be calculated per admission cycle.
3. Registered students whose admissions are cancelled; the incentive will be deducted from the payable amount.
4. You may please refer below sample format for inquiries handled, to be sent on daily basis to Client. (i.e. scdl.lsc@scdl.net).

Sr. No.	Date	Name	Email	Ph.	Program	Form no.
1	1-June-yyyy					
2	2-June-yyyy					
3	3-June-yyyy					

5. Client will reconcile the sales of the Contractor on monthly basis. Any discrepancy during reconciliation will be intimated to concerned centers and payment for any disputed numbers will not be processed.
6. No incentive will be paid to any Contractor, for selling any hard copies of the Application form through the Contractor in person or through Postal or Courier Services. Contractor must sell the application form online through their respective form sale links provided by Client, ONLY.

Note:

- Application form sale will be online ONLY. Contractor will ensure that student purchase the form through the provided UTM link for sale of form and assist the student to complete the admission process online and upload the documents online on Client



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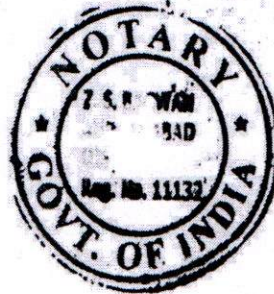
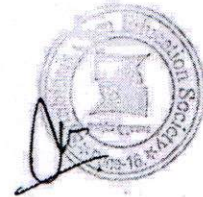
website Apply Online portal.

- Application Form fee incentive, shall be paid subject to form is sold by contractor, through their respective UTM link.
- Contractor shall not sell application form, after the last date of admission, as communicated by Client.
- Incentive will be applicable in the sequence of admissions done for active students ONLY.
- For student whose admission is cancelled, irrespective of course fee paid / not, No amount is paid.
- Incentive for international students will be in INR. \$ Rate applicable will be as per Client policy.

Kindly note that, as per RBI circular no. DBOD.AML BC.NO. 47 / 14.01.001, w.e.f. April 1, 2012, the validity of Demand Draft has been slashed down to 3 months from the date of issue. AS SUCH, Contractor WILL HAVE TO ENSURE THAT DEMAND DRAFTS SHOULD REACH SCDL WITHIN 60 DAYS FROM THE DATE OF ISSUE OF SAID DEMAND DRAFTS. ANY DEMAND DRAFT RECEIVING AFTER 60 DAYS FROM THE DATE OF ISSUE, WILL NOT BE CONSIDERED FOR PROCESSING FURTHER DOCUMENTATION.

Also, please note the following:

- DD is duly signed by bank authorities and punched. DD date is clearly visible and it should not be expired. DD's Drawee Bank should always be PUNE. Co-operative banks DD are not accepted.
- DD with any kind of alterations shall not be accepted, not even if the bank authority corrects it.





SYMBIOSIS
Centre for Distance Learning
Approved by AICTE, Govt. of India

Symbiosis Centre for Distance Learning, Model Colony Pune-411016

Feedback from Student (New Admission Enquiry)

Date _____

LSC NAME _____

LSC Code _____

LSC Address _____

Counsellor's Name _____

Programme interested in _____

Time: From _____ To _____

Name of the Student: _____

Age _____ Contact no _____ Email id _____

Occupation _____

Organization Name and address _____

Material Status: Married / ☐ married ☐

SA – Strongly Agree, A – Agree, N – Neutral, DA – Disagree, SDA – Strongly Disagree

S.NO	Contents	SA	A	N	DA	SDA
1	Have you understood the programme details and course outcome?					
2	Syllabus/curriculum is suitable to the course and need based					
3	Course objectives are well defined and clear to the Learners					
4	The course has good balance between theory and its applicability.					
5	Program brochures and flyers is given in counselling session					
6	Supporting and cooperation of counsellor in counselling is satisfactory					
7	Satisfied with counselling session.					

• Are you willing to take admission after this counselling Yes No ☐ ☐

• If No please give the reason _____



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Comments / Suggestions if any

Name and Signature of Student

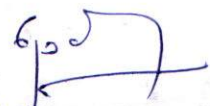
Comment by Counsellor /Coordinator

Name and Signature of Counsellor with Seal

Name and Signature of Institute Director with seal

Date




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Symbiosis Centre for Distance Learning, Model Colony Pune-411016

Feedback from Learner (Grievance)

Date _____

LSC NAME _____
LSC Code _____

LSC Address _____

Counsellor's Name _____

Name of the Learner: _____

Batch: _____

Time: From _____ To _____

Age: _____ Contact no _____ Email id _____

Occupation _____

Organization Name and address _____

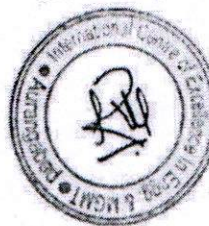
Material Status: Married / ☐ married ☐

Grievance you have:

What is your opinion about the following?

a. Arrangements at the Learner Support Centre:
Excellent ☐ Good ☐ Satisfactory ☐ Not Satisfied ☐

b. Counsellor's discussion with you



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Useful

☐

Partially useful

☐

Not useful

☐

Are you satisfied with Counselling done

Yes

☐☐

Comments / Suggestions if any:

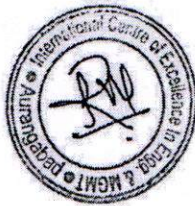
Name and Signature of Student

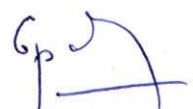
Comment by Counsellor /Coordinator

Name and Signature of Counsellor with Seal

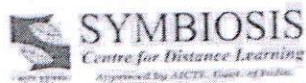
Name and Signature of Institute Director with seal

Date _____




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Symbiosis Centre for Distance Learning, Model Colony Pune-411016

Attendance Sheet
Personal Contact Program (Batch.....)

Date:

Name of the LSC with Address:

Name of the Programme:

Title of the Course:

Session Date and Time:

Name of the LSC Counsellor:

Sr. No.	Learner Registration no	Learner Name	Contact No	Email Id	Signature
1					
2					
3					
4					
5					

Note: Please add more sheets whenever the number of Learners exceeds.

Name and Signature of Client Faculty (who conducted PCP)

Name and Signature of Counsellor/Coordinator with Seal

Name and Signature of Institute Director with seal

Date



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UNIVERSITY OF EXETER
SCHOOL OF DISTANCE EDUCATION
CAMPUS DIRECTOR

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 13th day of March 2023 ("Effective Date")

BY & BETWEEN

Information Data Systems, Inc, USA registered office at 4000 Livernois Road, Troy, MI 48098 or its Indian subsidiary having its registered office at Trendz Utility, Plot No.25, Survey No.37-41, 3rd Floor, Gafoor Nagar, Vittal Rao Nagar, Madhapur, Hyderabad - 500081 (hereafter referred as "IDS"), which expression shall, unless repugnant to the context, be deemed to include its authorized representatives, permitted assigns and successors-in-interest

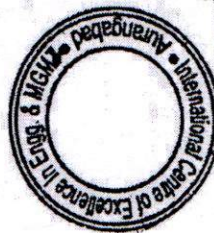
AND

International Centre of Excellence in Engineering and Management (ICEEM), Chtrapati Sambhajnagar (Aurangabad) was established in 2011, under the Leadership of Dr. Subhash Jhavar, Address at Gut NO. 4, Waluj Opp. Bajaj Auto Ltd., Pune Highway Aurangabad-431136, (hereafter referred as "User") which expression shall, unless repugnant to the context, be deemed to include its authorized representatives, permitted assigns and successors-in-interest.

IDS and the User shall hereafter be collectively referred as 'Parties', and individually as 'Party'.

WHEREAS:

1. IDS is engaged in the business of Digital transformation of various businesses, by providing IT products & services, including but not limited to emerging technologies like AI, Blockchain, Cloud and Internet of Things, thereby enabling governments and enterprises across the world in their Digital Transformation through Industry 4.0 technologies.
2. IDS desires to provide User's access to the Bharat Blockchain Network ("BBN/ Network"), a Permissioned Blockchain Network powered by IDS and supported by the All-India Council for Technical Education ("AICTE"). The BBN seeks to establish a scalable, secured and service-based Blockchain Network, which can be leveraged by Government, Academia and Industries for research and development of decentralized applications for the benefit of Bharat Blockchain Ecosystem. The Network seeks to provide infrastructure services for testing deployment of proof-of-concept, pilots and production grade deployments or testing applications as accepted by the consortium governance body ("Services").



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3. IDS therefore, desires to provide the User with access to the BBN by means of deployment of validator node(s) in order to enable Users to avail the services provided under the BBN Network, on the terms and conditions agreed hereunder.


NOW THEREFORE BE IT RESOLVED, in consideration of mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties, with intent to be legally bound, hereby agree as follows:

1. DEFINITIONS:

- 1.1. "MOU" shall have the meaning as this MOU and includes recitals set out herein above, and all statements, schedules, Annexures and/or exhibits, if any, that may be annexed hereto from time to time.
- 1.2. "Confidential Information" for the purpose of this MOU shall mean any and all materials and information concerning the disclosing Party, including without limitation its directors, officers, employees, affiliates, subsidiaries and/or group companies, vendors, users and Users or any third party with which the disclosing Party's associates (collectively, "Affiliates"), disclosed by the disclosing Party to the receiving Party whereby the information is revealed by any method, oral or written whether or not, whether such information is expressly marked or designated as confidential information or not and the information, including without limitation any information with regard to the concerned clinical trials, Products, terms of this MOU, Intellectual Property, trade secrets, computer programs, software (including source code, object code and machine code) relating to the foregoing, technical drawings, algorithms, know-how, operating procedures, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, user and product development plans, financial condition and projections; business, marketing or strategic plans; User/ User lists; User/ User data and related information, product prototypes and designs, strategies or any other non-public information disclosed by or related to the disclosing Party, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself;
- 1.3. "Force Majeure" refers to any event or occurrence which results in either or both Parties are unable to perform their obligations under this MOU, without the fault, delay or negligence in performance of the Parties. Events that may termed as force majeure events are including but not limited to fire, flood, strike, civil, governmental or military authority, act of God, acts of the public enemy or governmental authority in its sovereign or contractual capacity (including but not limited to declaration of lockdown), war, terrorism, epidemics, pandemics, civil unrest or riots, and/or power outage or grid failure or other similar causes beyond its control and without the fault or negligence of the delayed or non performing party or its affiliates/subcontractors.
- 1.4. "Intellectual Property" means any and all intellectual property worldwide arising under statutory law, common law or by contract and whether or not perfected, including without limitation, all: (i) patents, patent

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applications and patent rights; (ii) rights associated with works of authorship including copyrights whether registered or unregistered, copyright applications, copyright registrations, (iii) trademarks and service mark and trade names (iv) registered designs, design applications, design rights (v) rights of publicity, priority, moral rights, trade secrets, know-how, inventions and any other form of intellectual property rights (vi) any other rights protected rights or assets and any licenses and permissions in connection therewith, trademarks, trade names, logos, service marks, designs and other designations of source, recognized in any country or jurisdiction of the world, whether or not registered or able to be registered and for the full period thereof (vii) any rights analogous to those set forth in this clause and any other proprietary rights relating to intellectual property; and (viii) any renewals, reissues and extension of the foregoing now existing, hereafter filed, used or acquired, and whether registered or unregistered.

2. **SCOPE:** The main scope of the Agreement is to cover the relationship and set out the cooperation terms between the Parties and the User's registration on the BBN Network in the manner provided in Annexure I, upon which the User can avail the services provided on the BBN Network.


3. **REPRESENTATIONS AND WARRANTIES:**

Each party represents, undertakes and warrants that:

- 3.1. That the parties have the right, power and authority to enter into, execute and fully perform its obligations pursuant to this MOU.
- 3.2. This MOU is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- 3.3. To the fullest extent permitted by applicable law, IDS, for itself and its affiliates, hereby disclaims any and all warranties with respect to any and all content, features and functions made available on or through the BBN, including without limitation any and all warranties of merchantability, fitness for a particular purpose, title, accuracy of data and noninfringement. The BBN is provided on an "as is" and "as available" basis. IDS is not responsible for and makes no representations or warranties with respect to, delivery, integrity or visibility to third parties of any messages or other information sent through the BBN to anyone. IDS and its affiliates are not responsible for and do not warrant, guarantee, recommend, or endorse, as applicable (i) the accuracy, quality or effectiveness of any content, including any submission by any User, (ii) any translation of original content, (iii) the success of any project or collaboration with another User or other third party that may result from a submission or from interactions with other users or third parties, or (iv) that the BBN or the services will function without interruption or errors in functioning. In particular, the operation of the BBN and the services may be interrupted due to maintenance, updates, or system or network failures. IDS, disclaims any and all liability for damages caused by any such interruption or errors in functioning.

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- 3.4. The User acknowledges that it assumes any and all liability for any content that is provided using its User Identification credentials. The User is solely responsible for the activity that occurs through your User Identification details, including the transactions it accepts and/or rejects, and that it must keep its User Identification details/credentials secure.
- 3.5. The User agrees that if it is registering to use the Network on behalf of an organization or other legal entity, then by doing so it represents that it has the authority to bind the legal entity, and that the legal entity is duly organized, validly existing and in good standing. The User also agrees that the legal entity will be bound by the terms and conditions laid down in this Agreement, and responsible for any breach thereof, and failure to accept and adhere to the said terms and conditions will bar the User from availing the services provided on the Network.
- 3.6. The User agrees to assume responsibility for all its activity on the BBN and shall abide by all applicable local, state and national laws and regulations in connection with its use of the Services, including those related to data privacy, international communications and the transmission of technical, financial or personal data.
- 3.7. The User agrees that in the event of any unauthorized use of its User Identification credentials on the Network, to notify IDS immediately of such unauthorized use, its validator node, any password, or any of your registration information, and/or any other known or suspected breach of security; and report the same to IDS. The User shall use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the User to infringe the intellectual property rights of any other third party or is otherwise illegal, inappropriate and/or in violation of any provision of this MOU.
- 3.8. The User agrees that it will not duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand or otherwise transfer information or Content found on BBN (excluding submissions from User) except as expressly permitted by this MOU, falsify or delete any author attributions, legal or other notices or proprietary designations or labels of the origin or source of software, Content or other material contained in a file that is uploaded; damage, disable, restrict or inhibit any other User from using and enjoying the Services; violate any code of conduct or other guidelines which may be applicable for any particular Service, including IDS guidelines in respect of prohibited practices; violate any applicable laws or regulations.
- 3.9. The User represents and warrants to IDS that it will not use the Network for any purpose that is unlawful or prohibited under any applicable law or by this MOU. The User also acknowledges that the Network and the Services are provided for professional use only and in registering as a User, it acknowledges that the Services and any Content may not be used for personal, family, or household purposes.

4. RIGHTS OF IDS:

- 4.1. BBN and the Services are provided by IDS for free and solely as an accommodation. IDS, reserves the right to discontinue the Network and the Services provided thereunder, in whole or in part, to accept or deny any

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Registration, and to terminate any Registration and its associated User Identification, at any time in its sole discretion for any reason or no reason.

- 4.2. IDS retains the right to, monitor, review, evaluate, edit, filter or validate any Content, to verify the identity of the persons/entities who register on the BBN or to monitor the use of the Services, and IDS reserves the right to deny, restrict, suspend or terminate your access to all or any part of the BBN or the Services at any time, if IDS suspects that these terms of reference might have been violated, with or without prior notice or explanation, and without liability.

5. RIGHTS OF THE USER:

- 5.1. The User shall, subject to completion of the registration on the BBN in the manner laid in Annexure I, and upon deployment of the validator node by IDS, shall have the right to access the BBN Network and the services provided on the Network.
- 5.2. Upon acceptance of the User's registration by IDS, the User will be assigned a User Identification code, whereupon the User will have access to various Content and system resources associated with the User Identification, as determined by IDS at its sole discretion, which may include designated directories, designated contact person, web pages, e-mail or other capabilities, information storage, and/or types of transactional data to be sent to the network, and which may be changed, terminated, increased or decreased by IDS, at its sole discretion, from time to time.

6. ROLES & RESPONSIBILITIES OF THE USER:

- 6.1 The User shall be responsible for monitoring any activity of its validator node, whether or not such activity has taken place at the behest of the User, or has been authorized by the User.
- 6.2 It shall be the User's responsibility to store, maintain or provide you a copy of any Content or Submission that User or its authorized personnel/persons provide when using the Services on the Network, whether during the term of its registration or upon or after its termination of the same.
- 6.3 The User is solely responsible for making backup copies of the transactional data and any electronic communications sent or received by you using the Services.
- 6.4 The User's Validator nodes are required to participate in the consensus protocol of BBN and must not veto or blacklist any transaction or transactional data sent by any other node except if it is believed that the transaction or transactional data might be violating the Terms and Conditions for BBN Networks for Writer Nodes or the Terms and Conditions for BBN Networks for Validator Nodes. If the User decides to reject a transaction, it must immediately communicate it to the IDS via email through one of the contact persons designated within the User's organization. Further, the validator nodes are not permitted to generate any transactional data to be sent to the BBN Test Network.
- 6.5 The User shall furnish to IDS, the complete data or information about the administration, operation and performance of its node in connection to the BBN. It shall also provide to IDS the information about the entities and point of contacts directly responsible for its node. Further, it shall provide to IDS all information

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6.6 The User shall provide IDS with feedback about BBN consisting of, without limitation, the User's suggestions, comments or any other feedback, whether it is required or provided voluntarily. If the User provides IDS with any Feedback, as part of the testing and evaluation of BBN, the User thereby agrees that:

6.6.2 The User will not give IDS any Feedback (i) that the User has reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to license terms that seek to require any IDS product incorporating or derived from any Feedback, or other IDS intellectual property, to be licensed to or otherwise shared with any third party;

6.7 IDS, reserves its rights to unilaterally deny or revoke access to the BBN, if the User is found to be engaging in any fraudulent, illegal and/or unethical activities, an exemplary and non-exhaustive list of which is laid down in Annexure II. Should the User intend to make any changes related to the contact persons, the third parties using the validator node or any other matter that affects these Terms and Conditions, it must be communicated to and approved by the IDS.

6.9 The User shall be entirely responsible for the operation of its validator node and the use of BBN infrastructure. Under no circumstance will the User transfer or delegate its responsibilities hereunder to any third person/third party. If the User desires to allow any third party to use its validator node, the User(i) must notify IDS in writing, (ii) must obtain authorization from IDS in writing, and (iii) will take full responsibility for any use of its validator node by the third party.

6.10 The User, as an operator of a validator node, is not responsible for any data or transactions sent to the BBN by any other node even if that information might violate the Terms and Conditions for BBNs for Writer Nodes, or the Terms and Conditions for BBNs for Validator Nodes unless the User has in any way contributed, or is involved or related, directly or indirectly, to those transactions or the node that generated the same.

7.1. All the Intellectual Property pertaining to the BBN Network, as well as the services provided on the Network, including but not limited to trademarks, copyrights and designs, shall at all times vest with IDS, and no interest or title thereof shall vest with the User.

8. TERMINATION:



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- 8.1. IDS shall be entitled to terminate this MOU at any time and for any reason or no reason by giving advance notice to the User, of one month, in writing.
- 8.2. Either Party shall be entitled to terminate this MOU by way of written notice if the other Party commits a material breach of any provisions of this MOU. Provided that, if such breach is capable of remedy, the same shall be construed as a material breach only if it has not been remedied within 30 (Thirty) days of service of the written notice from either Party to the other Party specifying the breach and requesting that such breach be remedied.
- 8.3. This MOU shall immediately terminate, without notice, upon the liquidation, dissolution or discontinuance of the business of either Party in any manner, the filing of any petition by or against either Party under bankruptcy or insolvency laws, if any Party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other Party, or is guilty of serious misconduct in connection with its performance under this MOU
- 8.4. Upon termination or expiry of this MOU,
- Each Party shall return or destroy, at the sole discretion of the other Party, all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party; and
 - the User shall cease to avail the services provided on the BBN Network.
- 8.5. Termination of this MOU shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this MOU which is expressly or by implication intended to come into or continue in force on or after such termination including, without limitation, the Clauses pertaining to Definitions, Representation and Warranties, Confidentiality, Governing Law, Jurisdiction and Dispute Resolution, Notices and the Miscellaneous provisions of this MOU.
9. **INDEMNITY:** Notwithstanding anything to the contrary contained herein, the User shall indemnify, defend and hold harmless IDS, its agents, affiliates, representatives from and against each and every cause of action, all claims, demands, actions, suits, proceedings (including losses, damages, tax, costs, charges and expenses) including reasonable legal/attorney fee or liability whatsoever that may be brought or made against either party by any third party as a result of:
- loss or damage to the intellectual property, personal injury to a third party and /or any third-party claim against or damage to the other party resulting from or in connection with any breach hereof, non-compliance herewith,
 - any act or omission, non-performance, willful misconduct, negligence or non-observance by either party or its employees/personnel of any provision of this MOU and/or arising from either party's failure to comply with any law, regulation, enactment.
 - breach of the representations and warranties contained in this MOU;
 - negligence or other tortious conduct by a party or its authorized agents or representations or statements not specifically authorized by a Party herein or otherwise in writing.

10. CONFIDENTIALITY:

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10.1 The User, any information relating to the testing program and results, the Feedback, any provision of information and any other proprietary technology or know-how provided to you in connection with the testing and evaluation of ICETM shall be considered as Confidential Information. Under the circumstances that any information about the testing program and/or results be provided to persons that are not involved in the testing process, or to any other third party. Any publication of testing results, reviews or evaluations is only permitted with the prior written consent of IDS.

10.2 The User shall keep, and ensure that any persons, firms, companies or organizations associated with the User, keep all Confidential Information confidential and not disclose the same to any person unless permitted under this clause.

10.3 This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or enters into public domain, except through breach of the confidentiality obligation under this clause, the same lawfully into the User's possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (b) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that the User will promptly notify IDS in writing, or (c) is disclosed by the User with the prior written consent of IDS.

11. **DATA PROTECTION:** The User acknowledges, consents and agrees that IDS may access, preserve, and disclose the User's registration details and any other information provided by the User, if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary in our opinion to:

11.1 comply with legal process, including, but not limited to, civil and other compulsory disclosures;

11.2 enforce this MOU;

11.3 respond to claims of a violation of any right of a third party, whether or not the third party is a user, individual, government agency or other legal entity;

11.4 respond to User service inquiries; or

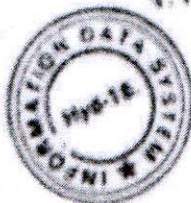
11.5 protect the rights, property, or personal safety of IDS, any user or the public.

12. MISCELLANEOUS

12.1 **Severability:** The invalidity or unenforceability of any one provision of this MOU shall not invalidate or render unenforceable the assignment of rights hereunder in its entirety and the balance of the provisions in this MOU shall remain in effect. The parties agree to substitute in good faith all void or voidable portions or parts thereof by valid provisions.

12.2 **Force Majeure:** Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this MOU for failure or delay in fulfilling or performing any obligation under this MOU when such failure or delay is caused by or results from a Force Majeure event, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform.

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that occurs by reason of force majeure. The parties shall mutually seek a way to perform as noted above.

12.3 Notice: Any notice to be given to either Party, shall be in writing and shall be deemed duly served by the prepaid registered post or through a delivery service / courier to the addressee at the addresses given above and/or their respective E-mail ids. Any notice served by prepaid registered post shall be deemed served five days after posting. In proving a service of any notice, it will be sufficient to prove that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of the addressee given above or subsequently notified for the purposes of this MOU.

12.4 Waiver: Save and except as expressly provided in this MOU, no exercise, or failure to Exercise, or delay in exercising right, power, or remedy vested in any party or pursuant to this MOU shall constitute a waiver by that party of that or any other right, power or remedy.

12.5 Relationship between The Parties: Nothing in this MOU shall be deemed to constitute a partnership or an association of persons or a body of individuals between the Parties to this MOU nor constitute any Party the agent of the other party, or otherwise entitle any Party to have authority to bind the other Parties to this MOU for any purpose.

12.6 Modification: Any Amendments and/or additional terms to this MOU shall be recorded in writing and duly signed by the parties and shall be read in conjunction and shall form an integral part of the MOU. The clauses wherever specifically mentioned shall survive the termination of this MOU.

12.7 Counterparts: This MOU may be executed in multiple copies, all of which shall be an original, but all the sets of the MOU shall together constitute one and the same MOU.

12.8 Binding MOU: Each Party agrees that the terms of this MOU are valid, legally binding on, and enforceable against such Party.

13. GOVERNING LAW AND JURISDICTION:

13.1 The provisions of this MOU shall be subject to the laws of India, and the parties subject themselves to the exclusive jurisdiction of the competent courts of Hyderabad.

13.2 If any dispute, difference or claim arises between the Parties hereto during the subsistence or thereafter, in connection with or arising out of this MOU, the Parties shall attempt to resolve such Dispute within 30 days of receipt of written notice given by either Party to the other, by amicable means. In the event that the Parties are unable to resolve the disputes/differences amicably, the same shall be referred to arbitration before a sole arbitrator as per the Arbitration and Conciliation Act, 1996, along with any subsequent amendments thereof. The Arbitration proceedings shall take place in Hyderabad, India.



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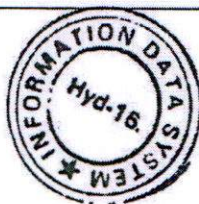
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IN WITNESS WHEREOF THE PARTIES HAVE PLACED THEIR SIGNATURES IN THIS MOU, WHICH HAS BEEN PREPARED IN TWO (2) ORIGINAL COPIES.

Signed for and on behalf of:

Information Data Systems Inc. Signature: <u>V. Aravind</u> Name: <u>Mr. Aravind Voruganti</u> Designation: <u>Vice President, Blockchain Practice & Products.</u> Date: <u>14/3/23</u>	For ICEEM Signature: <u>GP 27</u> Name: <u>Dr. Chandraprakash Padmavat</u> Designation: <u>Campus Director</u> Date: <u>14/3/23</u>
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ANNEXURE I

DESCRIPTION OF THE BHARAT BLOCKCHAIN NETWORK & THE USER REGISTRATION PROCESS

("BHARAT BLOCKCHAIN NETWORK") is a Permissioned Blockchain Network powered by IDS and supported by AICTE. IDS is an international organization established in 1996, enabling governments and enterprises across the world in their Digital Transformation through Industry 4.0 technologies. The purpose of the Network. The Network provides services that enable the entity operating a validator node to participate in the consensus protocol of the network. The Network is therefore for the benefit of users who have registered on the Network ("Users"). The Users will have access to and use of the facilities provided by the Network. Upon your agreement to the terms and conditions laid down here under as well as the acceptance by IDS of your registration ("Registration") on its platform, you will become a User for the purpose of this Agreement. The Network seeks to provide infrastructure services for testing deployment of proof-of-concept, pilots and production grade deployments or testing applications as accepted by the consortium governance body.

PROCESS FOR USER REGISTRATION:

In order to access the full functionality of the IBN, the person/entity seeking such access must register as a User through any means offered on the IBN. As part of the registration process to become a user, you are required to (i) be a partner of the IDS for the IBN program, (ii) identify a person who will act as a single point of contact ("SPOC") in your organization to be responsible for the administration of the node, who can be reachable for any technical issue that may arise, (iii) identify a contact person for communications of general purpose between the IDS and the User, (iv) indicate if any entity other than the User will have access to the User's validator node. If your registration is accepted, you will be assigned a User identification code ("User Identification"). The User will have access to various Content and system resources associated with your User Identification as determined by IDS in its sole discretion, which may include designated directories, designated contact person, web pages, e-mail or other capabilities, information storage, and/or types of transactional data to be sent to the network, and which may be changed, terminated, increased or decreased by IDS, at its sole discretion, from time to time. The use of pseudonyms, aliases or other devices to conceal your identity is strictly forbidden and grounds for the immediate termination of the authorization of your User Identification.

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ANNEXURE II

**EXEMPLARY LIST OF FRAUDULENT, ILLEGAL, UNETHICAL ACTIVITIES WHICH ARE
FORBIDDEN UNDER THIS MOU**

1. Duplication of Nodes is not permissible.
2. Copyright infringement is valid throughout this project's journey in order to ensure usage of our copyrighted work without permission, even if you give the original author credit.
3. All rights shall lie within IDS Inc. and no claims can be made thereon.
4. The party is forbidden from creating collaboration with competitors in relation to similar networks or knowledge of content.



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MITSC/OUT/FEBRUARY 2023/M/1335

दि. 09/02/2023

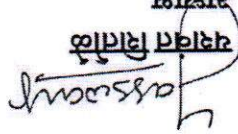
प्रति,
मा. प्राचार्य,
इंटरनॅशनल सेंटर ऑफ एक्सलन्स इन इंजिनीअरिंग अँड मॅनेजमेंट
औरंगाबाद

विषय: माहिले रिकल डेव्हलपमेंट सेंटर MOU प्रत पाठवणेबाबत.....

महोदय/महोदया,

उपरोक्त विषयास अनुसरून आपणास कळविण्यात येते की, आपल्या महिला विद्यार्थ्यांकडून
"माहिले रिकल डेव्हलपमेंट" अंतर्गत पाठवलेल्या सामंजस्य कराराची प्रत आपल्या माहितीसाठी
सही, शिक्क्यासह पाठवत आहोत.

कळव,
आपला विश्वासू,


प्रभावत शितोले
अध्यक्ष

महाराष्ट्र माहिती तंत्रज्ञान
सहायता केंद्र

सोबत : MOU ची शिक्क्यास प्रत.

Yashwant Shitole
Founder President
+91 73044 29777

Mahila Bank Basement,
Khasbag Maidan, Kolhapur-416 012

0231-2993950

www.mitsc.co.in

mvajagat@gmail.com

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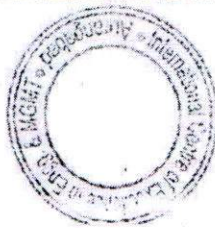
महाराष्ट्र MAHARASHTRA
जिल्हा कोषागार
कार्यालय औरंगाबाद
25 JAN 2023
मुद्रांक प्रमुख लिपीक
ब.को.अ.औरंगाबाद

मुद्रांक विक्री अ.क्र. 2022 58869 दिनांक: 07 FEB 2023 BT 620607
कोणासाठी- ICEEM college
मुद्रांक विक्री कर - भरत पण्डित
रजिस्ट्री फरमा- Aibad
मुद्रांक विक्री कर भरण्याची राशी- 58869 परवाना क्रमांक-3909062
मुद्रांक विक्रीच्या ठिकाण:- बजाजमगर बाजुज, औरंगाबाद एरा. एस.वोन्हावे

AGREEMENT

THIS AGREEMENT is made on the Model Skill Development Center, between

1. Maharashtra Information Technology Support Centre Maharashtra, We have been working for the noble cause of youth empowerment. Since 2006 our major presence is in the state of Maharashtra. Our focus is on providing job specific skills to youth as per the local & global demand of the industries. We are associated with more than 8 multi faculty universities in the state of Maharashtra, this association is through the higher and technical ministries of the government of Maharashtra. Our motto is to provide value added skilled human resources. Along with developing entrepreneurial skills among the youth. We are working with government of India & government of Maharashtra to implement their various schemes & programs related to skill development empowerment of youth. Our efforts & initiatives in this field will be ultimately useful for national development with national productivity. During this span of a decade, we have provided services to more than 33thousand youth in 8 universities covering are of 35 districts.



gp
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Aurangabad
Gove Of Mha.
Road No.
MH - 228
6/10/23





WORLD CLASS
INTELLIGENCE IN EDUCATION
THE CENTER OF
EXCELLENCE IN
EDUCATION

2. International Centre of Excellence in Engineering and Management (ICEEM), a college providing Skills Training Incorporated in India and having its business address at Gut no-4, Opposite- Bajaj Auto Ltd, Aurangabad-Pune Highway, Waluj, Aurangabad- 431136 (which expression shall unless repugnant to the context or meaning there of include its successors, assigns and authorized representatives) represented by its Principal Dr. R. S. Jahagirdar
(Hereinafter referred to as Party of the Second Part- College)

AND WHEREAS the parties hereto have shown the intention to associate and co-operate with each other and the Party of the Second Part has agreed to work with the Party.

The Party of the Second Part fulfils the infrastructural parameters, delivers the agreement terms and performs by delivering their respective responsibilities to conduct the said Course(s).... (Herein after referred to as 'the Course') for the consideration and upon the terms and conditions herein contained.

And WHEREAS, the following terms and conditions are agreed and executed for the subject-matter of revenue and finance, roles, responsibilities and duties between the Parties of the First Part and the Party of the Second Part/Training Centre Partner are as follows:


A. FINANCIAL MATTERS:

1. The Training Centre shall be paid their share as 70% (after deducting TDS) of the invoice amount received by Government. [within 5 working days from the date of receiving payment.]
2. The training partner shall be paid their share as 30% of the invoice amount received by the government. (after deducting TDS) of the invoice amount received by Govt. [within 5 working days from the date of receiving payment.]
3. The Centre Accreditation, Affiliation, Centre Monitoring Fees & Empanelment Fees including fees paid for job role at actual required shall paid by (Training Center), as per there requirement of PMKVY 4.0 NSDC CSSM, MSSDS of any other scheme.

B. ROLE OF MITSC:

1. MITSC will act as a facilitator for training center.
 2. MITSC will be single point of contact for any operations related matter.
 3. MITSC will help to college in conducting course as per government norms.
- MITSC will check & review all the process regarding project.




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CLAUSE 4: VALIDITY

- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

**International Centre of Excellence
in Engineering and Management(ICEEM)**
First Party

For Yojna Architects

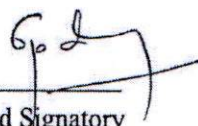
Proprietor

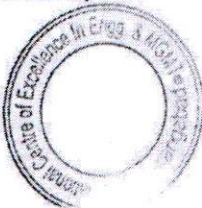
Ar. Dilip Sarda
Second Party
CA / 4039/77

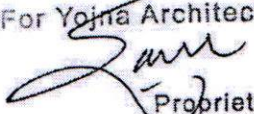
Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Aurangabad, Maharashtra.**

AGREED:

For **International Centre of Excellence
in Engineering and Management(ICEEM)**



Authorized Signatory



For Yojna Architects

Proprietor

For _____
Ar. Dilip Sarda
Reg. Architect
CA / 4039/77

Authorized Signatory 6


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5. MITSC shall make payments as per the Clauses (1) & (2) of this Agreement.
6. MITSC shall monitor the flow of work of training course(s) conducted by the Execution Partner (Training Center)
7. MITSC shall guide and support the Execution Partner and College whenever possible, in conducting and execution of the training course(s).
8. MITSC shall coordinate with NSDC to ensure timely validation of the Centre(s) and for sufficient training target allocation to the Centre(s).
9. MITSC shall assist the training partner in creating industry links for on job training (OJT), internships and placements wherever necessary.

C. RESPONSIBILITIES OF THE COLLEGE:

1. That College shall appoint trainer for the purpose of training of the course under PMKVY 4.0 NSDC CSSM, MSSDS
2. That the College shall conduct TOT (Training of Trainers) of the course at its own expenses.
3. That the College shall make available all the requisite infrastructure for successful completion of training course(s), as per the laid Government and other norms.
4. That the College shall mobilize the students as per the defined eligibility criteria & documents as per the PMKVY 4.0 NSDC CSSM, MSSDS guidelines.
5. That on the day of the assessment, the College shall ensure that the necessary facilities are provided to the assessor and adequate labs infrastructure with all the necessary raw materials are provided for the assessment purpose.
6. That College shall help execute all Training Courses and complete it within the given time limits in the guidelines of PMKVY 4.0 NSDC CSSM, MSSDS.
7. That College shall ensure regular classes are conducted and that there is record of 80% attendance of the trainees during the training and 100% attendance on the day of assessment.
8. That College shall conduct of the recruitment drive of the student after successful completion / qualification in the course(s) in the various industries, at its own cost.



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9. That College shall provide the Training Centers with Trainer Manuals, presentation material, student workbooks and assessment sheets and other program collateral required.
10. That College shall support the MITSC in the duration of the training course(s) and assessment.

D. OTHER:

1. That this Agreement shall be irrevocable until the completion and execution of all Courses under the PMKVY 3.0/4.0 Scheme given to the College In case of any dispute or any controversy or any claim arising out of or relating to this agreement, or the breach there of between the Parties will be settled through Arbitration methods in the Indian Law.
2. That this Agreement may be amended only by a written instrument signed by the duly authorized representatives of all the Parties in this Agreement.
3. **CONFIDENTIALITY:** The College shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's details, (ii) make copies of any Confidential Information for personal use or based on the concepts contained within the Confidential Information for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company Immediately upon
4. Duration of this agreement is 60 months from effective date of agreement.
5. Termination of the relationship between both the Parties, the Parties shall return to the other party any documents / things, etc. pertaining to its Company's business.
6. **TERMANDTERMINATION:** This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing in thirty days prior notice. The Agreement shall be deemed terminated if the College is to be found not following the terms and conditions of this Agreement.
7. **PARTIAL INVALIDITY:** If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will never the less continue in force without being impaired or in validated in anyway.
8. **FORCE MAJEURE:** The Parties here to agree that the Second Party shall not be deemed to be in default if the performance of its obligations here under is delayed or prevented by conditions constituting force majeure, strikes, fire, war, riots, floods, or any act of God, any laws, orders, rules or directions of any Government or municipal or statutory agency or authority, or any other reason, or cause what so ever beyond reasonable control of Second Party. Under the said circumstances, the First Party shall not be liable to pay any compensation for the duration constituting Force Majeure.
9. **JURISDICTION:** That in case of any dispute between the parties, the Courts of Pune shall have the Jurisdiction.



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resentation
erals as

That this agreement made on 7th February 2023 between the parties mentioned above, prior or contemporaneous, oral or written understanding, negotiated and entered into on behalf of such parties in respect of the subject matter here in.

IN WITNESS WHERE OF the parties have executed this agreement effective as of the date written above.

1. For & behalf of MITSC:



Seal:

Yashwant
Name: Yashwant Shitole
Authorized Signatory

Address: pratibha nagar, Kolhapur

Email: uvajagar@gmail.com

Contact Number: 7304439777

2. For & behalf of the College



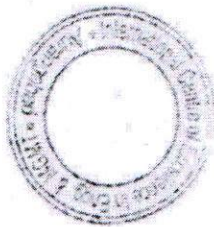
Seal:

Dr. R. S. Jahagirdar
Name: Dr. R. S. Jahagirdar

Address: International Centre of Excellence in Engineering and management (ICEEM), Gut. No.-4, Opposite Bajaj Auto Ltd., Aurangabad-Pune Highway, Waluj, Aurangabad-431136

Email: director@iceemabad.com

Contact Number: 9892453808



Dr. R. S. Jahagirdar
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Witness: (Signature, Name and Address)

1. Dr. C. S. Padmavat



2. Dr. Goutam Saha



3. Dr. Sameer Joshi




4. Prof. Hemant Jadhav



(SPOC: 9403770201)

Address: International Centre of Excellence in Engineering and management (ICEEM), Gut. No.-
4, Opposite- Bajaj Auto Ltd., Aurangabad-Pune Highway, Waluj, Aurangabad-431136




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LETTER OF CO-OPERATION

This Letter of Co-operation (hereinafter referred to as "LOC") is executed on this, the 14th Day of February 2023, between Bharatiya Yuva Shakti Trust (BYST) and International Centre of Excellence in Engineering @ Management (ICEEM) Aurangabad.


Bharatiya Yuva Shakti Trust (BYST) is a Trust registered under the Trust Act having its office at C/o, Confederation of Indian Industry, 23 Institutional Area, Lodi Road, New Delhi 110003. BYST is serving the nation through empowering young dynamic but disadvantaged entrepreneurs and integrating them into the economic mainstream. In order to scale up the impact of its proven Entrepreneurship Development Model, BYST on the occasion of its silver jubilee, has unveiled a unique Programme 'Mentoring India' (MI).

MI aims to create a pool of mentors at every touch point such as Academic, Financial, Government, Corporate and Incubation Institutions, where an entrepreneur currently interacts. The officials of such organizations having mentoring skill set can guide the potential entrepreneurs and enhance their efficacy. Hence it was decided, to nurture the mentoring skills of the concerned officials of such institutions by BYST through an accredited mentor development programme and later certify them by City & Guilds, UK

International Centre of Excellence in Engineering @ Management (ICEEM) was established in 2011, under the leadership of our Founder-Chairman, Shri. Bhujangrao Kulkarni, Retd. IAS. The institute aims at providing Quality Education in Engineering & Management, that nourishes the upcoming Engineers, Entrepreneurs and Managers. ICEEM is Approved by AICTE, New Delhi; Recognized by DTE, (Govt. of Maharashtra) and Affiliated to Dr. Babasaheb Ambedkar Marathwada University, Aurangabad. ICEEM has made steady progress in last seven years towards its vision of becoming one of the hundred best "Technical Campuses" in India by 2025.

Support to be provided by BYST will be as follows:

- **Mentor Training:** BYST will train members to be a Mentor, through a 2-day internationally accredited Training Course.
- **Hand holding support:** The mentors will be provided a handholding support for one year which will cover online up skilling sessions through webinars on monthly basis.
- **Networking Platform:** This platform will help in increasing mentor's engagement, which in turns will help the goal of creating a momentum in the mentoring space. It will be mandatory for all mentors to join the networking platform.
- **Mentor certification:** International accreditation will be provided to mentors after completing the Mentor Training.


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Aurangabad



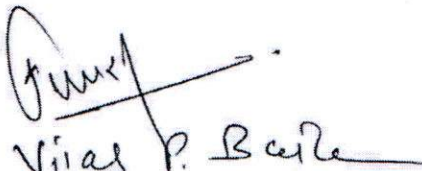
Support to be provided by International Centre of Excellence in Engineering @ Management :

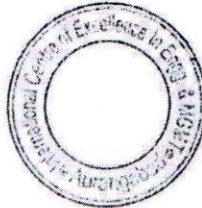
- **Nominating Mentors:** ICEEM will identify potential mentors and nominates for Mentor Development Program (MDP).
- **Deputing point of contact for coordination with BYST:** ICEEM will depute point of contact for coordination with BYST.


Responsibilities of nominated potential mentors.

- **Learning Assessment:** The mentors will have to complete assessment of Seven Modules of MDP.
- **On-line Sessions:** It will be mandatory for all mentors to attend at least 4 online up skilling sessions (webinars) for getting accreditation.
- **Membership to Mentor Networking Platform:** ICEEM will ensure that, all nominated mentors will be members of BYST's Mentor Networking Platform.
- **Impact assessment:** The Mentors will provide counselling and mentoring support to the youth and share the impact assessment report to BYST on quarterly basis.

For Bharatiya Yuva Shakti Trust
(Signature of Authorized Signatory)


Name: 
Designation: Key Mentor, BYST.
Date: 14th February 2023




For International Centre of Excellence in Engineering @ Management
(Signature of Authorized Signatory)

Name: 
Designation: **DIRECTOR**
INTERNATIONAL CENTRE OF EXCELLENCE
IN ENGG. & MGMT. AURANGABAD
Date: 14th February 2023




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Memorandum of Understanding

THIS MOU is made on this 19th day of JANUARY, 2023 of the English Calendar, between the **ICEEM GOVERNINGBODY**, Waluj, Aurangabad represented by its authorized Signatory **(1) Shri Ramakant Pulkundwar (Member, Governing Body), (2) Shri Dilip Sarda (Member, Governing Body)** here – in – after called the **PARTY OF FIRST PART**

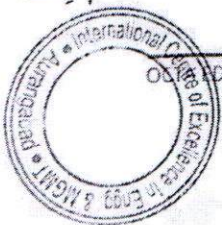
AND

M/S OCTA EDTECH SOLUTIONS, Permanent Address of **B310, Ithum Building, NOIDA, Sector 62 (UP) 201304** (Hereinafter called the **PARTY OF SECOND PART**), which expression shall unless it be repugnant to the context or meaning thereof mean and include its coparceners, their heirs, successors, executors, administrator(s) and assigns.

WHEREAS, the parties hereto referred to hereinabove have mutually agreed to start a MoU of managing/ running an **ONLINE EXAMINATION CENTER with the name and style ICEEM Computer Centre**

Shri Ramakant Pulkundwar

Dilip Sarda



Gp 1
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Aurangabad

AND WHEREAS, the parties hereto have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their said **ONLINE EXAMINATION CENTER**.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that, they have become partners and joined in MoU upon the terms and condition(s) hereinafter expressed.

NOW THIS MoU WITNESS AS UNDER

1. **NAME:-** The name and style of the firm of the partnership shall be **ICEEM Computer Centre, Waluj, Aurangabad** Further the Ownership of the Examination center shall be intimated to all the Agencies (Both Govt.; /Private).
2. **COMMENCEMENT:-** The MoU shall be deemed to have commenced on and from **01/02/2023**.
3. **PLACE:-** The MoU of running the **ONLINE EXAMINATION CENTRE** shall be carried on at ICEEM, Waluj, Aurangabad
4. **DURATION:-** The duration of Partnership shall be 3 years (i.e., February 2023 to January 2026).
5. **CAPITAL:-** The capital of the venture as and when considered to be necessary and expedient for the purpose of carrying on the ICEEM Computer Centre activity shall be borne by the second party.
6. **BANK ACCOUNTS:-** THE Bank Account(s) shall be opened at any Nationalized Bank .
7. The **PARTY OF SECOND PART** will bear all the electrical expenses, computer expenses (of 350-500 computers), and furniture expenses.

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[Handwritten signature]
Gp 1/2
TECH SOLUTION, B 310A, GRANDSLAM ITIUM, NOIDA SEC 62, GAUTAM BUDDHA NAGAR, UP-201301
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

4. Electric Bill. The *PARTY OF SECOND PART* shall be responsible for paying the applicable electric bills for the Computer Lab for the duration of the Agreement.

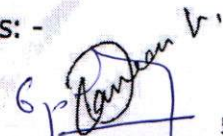

5. Bill settlement. All the bills related to lab consists of 350-500 system will be made at the end of the month.

6. Payment. The *PARTY OF SECOND PART* shall be responsible for payment of all associated costs for the Computer Lab, including but not limited to the electric bill, in the amount of [amount], due and payable upon the completion of the Agreement.

7. Indemnification. The Second party hereby agrees to indemnify, defend and hold harmless the College and its agents, officers, directors, employees and agents against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) which may arise out of or in connection with *PARTY OF SECOND PART* use of the Computer Lab.

8. The locking period shall be two years from the date of MoU execution. MoU can be terminated mutually on three month notice served by both the parties and

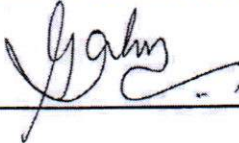
IN WITNESS WHERE OF the parties hereto in good health and sound deposing state of mind hereunto set their hands and seals the day, month and year above mentioned in the presence of the following witnesses: -



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Aurangabad



WITNESSES:-**1. Dr. Goutam Saha****(In the presence of)**

* 

2. Dr. C S Padmavat**(In the presence of)**

* 

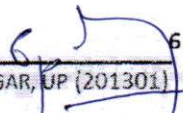

**3. Shri Nandan Krishnam****(In the presence of)**

* _____

(PARTY OF FIRST PART)**1. Shri. Ramakant Pulkundwar**
(Member, Governing Body)**2. Shri. Dilip Sarda**
(Member, Governing Body)**3. Dr. R. S. Jahagirdar**
(Director, ICEEM)**(PARTY OF SECOND PART)****1. Shri Praveen Sneham**
(Associate Director, OCTA
EdTech Solutions)**2.********Respective names of the witnesses.******Only signature of the first parties.*******Only the signature of second party.**

OCTA EDTECH SOLUTION, B-310A, GRANDSLAM IT HUB, NOIDA SEC 52, GAUTAM BUDDHA NAGAR, UP (201301)




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8. **ACCOUNTS:-** The Book of Account shall be prepared and such accounts shall be audited by such registered accountant (CA) from time to time.


9. **SPECIFIC TERMS AND CONDITIONS:-**

- i. THAT, the **PARTY OF SECOND PART** shall pay for the Infra Facility Charges a sum of Rs.10 per/square feet (Rupees Ten per square feet) for total area 10,100Sq.feet (Approximately) on the ground floor as per Annexure-A; only payable by 10th of every month as in the form of "MONTHLY CHARGES" to the **FIRST PARTY**, which shall be enhanced after every year @ 10% on the regular/proceeding year rent.
- ii. THAT, the **PARTY OF SECOND PART** shall pay the deposit amount of Rs5.0 Lakhs to the **PARTY OF FIRST PART** on signing of this MoU. Out of which Rs3.0 Lakhs shall be paid on 19/1/2023 and Rs2.0 Lakhs will be paid within 2 months. The deposit amount of Rs5.0 Lakhs will be forfeited if Computer Centre will be closed within 6 months, from the date of signing of this MoU
- iii. THAT, the **PARTY OF SECOND PART** shall pay 2 months' advance and 1-month rest, as security deposit which shall be retained by the **FIRST PARTY** for the due performance of the terms and conditions of this agreement, free of interest. On the termination of this MoU the **PARTY OF FIRST PART** shall refund the security deposits after the verification of documentary proof that all dues pertaining to electricity, maintenances and etc.
- iv. THAT, the charges connected with ICEEM Computer Centre such as Electricity Bills, Telephone Bills, Internet bills shall be borne by the **PARTY OF SECOND PART**.
- v. THAT, the **PARTY OF SECOND PART** shall pay the salaries of the required staff (along with statutory payments), remuneration to invigilators, maintenance and repairing charges and stationary expenses.

10. **STIPULATIONS: Each partner shall:-**

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Aurangabad



UNITED STATES OF AMERICA
CENTRAL INTELLIGENCE AGENCY
OFFICE OF THE DIRECTOR
WASHINGTON, D.C. 20505

SECRET

- i. Punctually pay the monthly charges, taxes, salaries and bills and identify the other partners and asset of the firm against the same and all the expenses of the account there off.
- ii. Render proper explanations all matters relating to affairs of Examination system maintenance and the affairs of the venture.
- iii. Be just and loyal to the venture and to the parties themselves in transparency relating to the operation of the said examination center.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties of First and Second part hereby agree as follows:

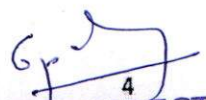
1. Term of Agreement. The term of this Agreement shall be for [term of agreement], commencing on 15th Feb 2023 to 31st Jan 2026.

2. Use of Computer Lab. The Second party is hereby granted an exclusive and non-transferable license to use the Computer Lab for its own use during the term of this Agreement.

3. Equipment and Services. The College agrees to provide the *PARTY OF SECOND PART* with all necessary DG (generator) required to power the computers in the Computer Lab. The *PARTY OF SECOND PART* agrees to provide the College with a MCV (Main Control Valve) panel box, fuel charge, and annual maintenance of DG.

OCTA EDTECH SOLUTION, B 310A, GRANDSLAM IITM, NOIDA-201304, PIN-62, GAUTAM BUDDHA NAGAR, UP (201304)




4
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Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra



&


Utkarsha Auto Parts Pvt. Ltd.

Walej, Aurangabad.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES




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International Centre of
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Aurangabad

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MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 12th Nov. 2022 (12-11-2022), by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

Utkarsha Auto Parts Pvt. Ltd. Waluj, A'bad.
THE SECOND PARTY, and represented here in Kaustubh. R. Palkundwar.
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
- (i) International Centre of Excellence in Engineering and Management (ICEEM)
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Utkarsha Auto Parts Pvt. Ltd. Waluj, A'bad
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of _____
- F) _____
the Second Party is promoted by Shri. Kaustubh. R. Palkundwar.



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NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the need of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The



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Aurangabad


industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Manufacturer of automobile machining components, gear and jig pulling.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.




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Aurangabad



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Centre of Excellence in EUD & NCMA
Innovation in Learning
Centre of Excellence in EUD & NCMA
Innovation in Learning

CLAUSE 4: VALIDITY

- 4.1 The agreement is **valid for a period of three years** with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

**International Centre of Excellence
in Engineering and Management(ICEEM)**
First Party

Utkarsha Auto parts Pvt Ltd.
Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Aurangabad, Maharashtra.**


AGREED:

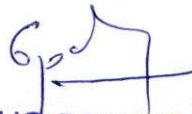
For **International Centre of Excellence
in Engineering and Management(ICEEM)**


Authorized Signatory




Utkarsha
For Auto Parts Pvt. Ltd.
Wakaj, Aurangabad.



Authorized Signatory


**CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad**

Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Utkarsha Auto-Parts Pvt. Ltd Waluj, A'bad.
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: B-79, Waluj MIDC. Aurangabad.
Contact Details: 0240 2558 123/103/119	Contact Details:
E-mails: director@iceemabad.com	Email: utkarsha
Web :- www.iceemabad.com	Web: director@utkarshagroup.com



Authorized Signatory
Name: Dr. C.S. Padmavat
Designation: Campus Director






Authorized Signatory
Name: Kanustubh Pulkundwar
Designation: CEO

Witnesses:

Witnesses:

1. H. L. Jadhav 
- 2.

1. M. P. Kale 
- 2.


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International Centre of
Excellence In Engg. & MGMT.
Aurangabad





Authorized
Excellence in Engg. & Mgmt.
International Centre of
CAMPUS DIRECTOR

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra



&

Yojana Architects
Aurangabad, Maharashtra

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES



G. P. D.
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



International
Centre of Excellence in Endg. & MGMT.
International Centre of
CAMPUS DIRECTOR

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 12TH Nov. 2022 (12-11-2022) by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

YOJANA ARCHITECT, AURANGABAD.
THE SECOND PARTY, and represented here in AR. DILIP SARDA,
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
- (i) **International Centre of Excellence in Engineering and Management (ICEEM)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) YOJANA ARCHITECT, AURANGABAD
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of CIVIL ENGINEERING

F)

the Second Party is promoted by AR. DILIP SARDA **CAMPUS DIRECTOR**
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
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Aurangabad

Memorandum of Understanding

THIS MOU is made on this 19th day of JANUARY, 2023 of the English Calendar, between the **ICEEM GOVERNINGBODY**, Waluj, Aurangabad represented by its authorized Signatory **(1) Shri Ramakant Pulkundwar (Member, Governing Body), (2) Shri Dilip Sarda (Member, Governing Body)** here – in – after called the **PARTY OF FIRST PART**

AND

M/S OCTA EDTECH SOLUTIONS, Permanent Address of **B310, Ithum Building, NOIDA, Sector 62 (UP) 201304** (Hereinafter called the **PARTY OF SECOND PART**), *which expression shall unless it be repugnant to the context or meaning thereof mean and include its coparceners, their heirs, successors, executors, administrator(s) and assigns.*

R.K.

DS



Dr. Ramakant Pulkundwar
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

WHEREAS, the parties hereto referred to hereinabove have mutually agreed to start a MoU of managing/ running an **ONLINE EXAMINATION CENTER with the name and style ICEEM Computer Centre**,

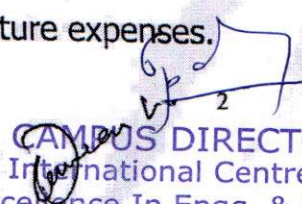
AND WHEREAS, the parties hereto have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their said **ONLINE EXAMINATION CENTER**.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that, they have become partners and joined in MoU upon the terms and condition(s) hereinafter expressed.

NOW THIS MoU WITNESS AS UNDER

1. **NAME:-**The name and style of the firm of the partnership shall be **ICEEM Computer Centre, Waluj, Aurangabad** Further the Ownership of the Examination center shall be intimated to all the Agencies (Both Govt.; /Private).
2. **COMMENCEMENT:-**The MoU shall be deemed to have commenced on and from **01/02/2023**.
3. **PLACE:-** The MoU of running the **ONLINE EXAMINATION CENTRE** shall be carried on at ICEEM, Waluj, Aurangabad
4. **DURATION:-** The duration of Partnership shall be 3 years (i.e., February 2023 to January 2026).
5. **CAPITAL:-**The capital of the venture as and when considered to be necessary and expedient for the purpose of carrying on the ICEEM Computer Centre activity shall be borne by the second party.
6. **BANK ACCOUNTS:-** THE Bank Account(s) shall be opened at any Nationalized Bank .
7. The **PARTY OF SECOND PART** will bear all the electrical expenses, computer expenses (of 350-500 computers), and furniture expenses.




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



EXCELLENCE COURT OF EXCELLENCE
JUDICIAL BRANCH
COURT OF EXCELLENCE

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8. **ACCOUNTS:-** The Book of Account shall be prepared and such accounts shall be audited by such registered accountant (CA) from time to time.


9. **SPECIFIC TERMS AND CONDITIONS:-**

- i. THAT, the **PARTY OF SECOND PART** shall pay for the Infra Facility Charges a sum of Rs.10 per/square feet (Rupees Ten per square feet) for total area 10,100Sq.feet (Approximately) on the ground floor as per Annexure-A; only payable by 10th of every month as in the form of "MONTHLY CHARGES" to the **FIRST PARTY**, which shall be enhanced after every year @ 10% on the regular/proceeding year rent.
- ii. THAT, the **PARTY OF SECOND PART** shall pay the deposit amount of Rs5.0 Lakhs to the **PARTY OF FIRST PART** on signing of this MoU. Out of which Rs3.0 Lakhs shall be paid on 19/1/2023 and Rs2.0 Lakhs will be paid within 2 months. The deposit amount of Rs5.0 Lakhs will be forfeited if Computer Centre will be closed within 6 months, from the date of signing of this MoU
- iii. THAT, the **PARTY OF SECOND PART** shall pay 2 months' advance and 1-month rest, as security deposit which shall be retained by the **FIRST PARTY** for the due performance of the terms and conditions of this agreement, free of interest. On the termination of this MoU the **PARTY OF FIRST PART** shall refund the security deposits after the verification of documentary proof that all dues pertaining to electricity, maintenances and etc.
- iv. THAT, the charges connected with ICEEM Computer Centre such as Electricity Bills, Telephone Bills, Internet bills shall be borne by the **PARTY OF SECOND PART**.
- v. THAT, the **PARTY OF SECOND PART** shall pay the salaries of the required staff (along with statutory payments), remuneration to invigilators, maintenance and repairing charges and stationary expenses.

10. **STIPULATIONS: Each partner shall:-**




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Aurangabad



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11. Punctually pay the monthly charges, taxes, salaries and bills and identify the other partners and asset of the firm against the same and all the expenses of the account there off.
12. Render proper explanations all matters relating to affairs of Examination system maintenance and the affairs of the venture.
13. Be just and loyal to the venture and to the parties themselves in transparency relating to the operation of the said examination center.


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties of First and Second part hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be for [term of agreement], commencing on 15th Feb 2023 to 31st Jan 2026.

2. Use of Computer Lab. The Second party is hereby granted an exclusive and non-transferable license to use the Computer Lab for its own use during the term of this Agreement.

3. Equipment and Services. The College agrees to provide the *PARTY OF SECOND PART* with all necessary DG (generator) required to power the computers in the Computer Lab. The *PARTY OF SECOND PART* agrees to provide the College with a MCV (Main Control Valve) panel box, fuel charge, and annual maintenance of DG.




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duration of the Agreement.

5. Bill settlement. All the bills related to lab consists of 350-500 system will be made at the end of the month.

6. Payment. The *PARTY OF SECOND PART* shall be responsible for payment of all associated costs for the Computer Lab, including but not limited to the electric bill, in the amount of [amount], due and payable upon the completion of the Agreement.

7. Indemnification. The Second party hereby agrees to indemnify, defend and hold harmless the College and its agents, officers, directors, employees and agents against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) which may arise out of or in connection with *PARTY OF SECOND PART* use of the Computer Lab.

8. The locking period shall be two years from the date of MoU execution. MoU can be terminated mutually on three month notice served by both the parties and

IN WITNESS WHERE OF the parties hereto in good health and sound deposing state of mind hereunto set their hands and seals the day, month and year above mentioned in the presence of the following witnesses: -

Signature



Signature
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



APPROVED
BY DIRECTOR OF EDUCATION & MCML
CENTRE OF
CAMBODIA DIRECTOR

1. Dr. Goutam Saha
(In the presence of)

*

2. Dr. C S Padmavat
(In the presence of)

*

(PARTY OF FIRST PART)

1. Dr. Subhash Jhavar
(Member, Governing Body)

2. Shri. Dilip Sarda
(Member, Governing Body)

3. Dr. R. S. Jahagirdar
(Director, ICEEM)

(PARTY OF SECOND PART)

3. Shri Nandan Krishnam
(In the presence of)

*

1. Shri Praveen Sneham
(Associate Director, OCTA
EdTech Solutions)

2.***

*Respective names of the witnesses.

**Only signature of the first parties.

***Only the signature of second party.



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Aurangabad



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ԿՐԹԱՆՈՒՅՑԻ ԵՎ ՏՈՒՆՈՒԹՅԱՆ



&

Oracle Hydro Mech Stamping.
Chh. Sambhaji Nagar.

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES**



[Signature]
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad





THOMAS J. HENRY
JAN 13 1964
U.S. DEPT. OF EDUCATION
WASHINGTON, D.C.

Mr. J. Edgar Hoover
Federal Bureau of Investigation
Washington, D.C.

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

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the need of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The

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Aurangabad




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- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmers on the terms specified herein
- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.


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Aurangabad



CLAUSE 4: VALIDITY

- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

International Centre of Excellence
in Engineering and Management(ICEEM)
First Party

Grade Hydro Mech
Stamping
Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

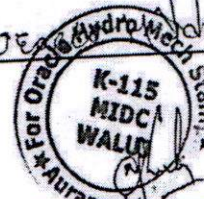
AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)

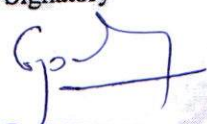

Authorized Signatory



For *Grade Hydro Mech*
Stamping



Authorized Signatory


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International Centre of
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Aurangabad

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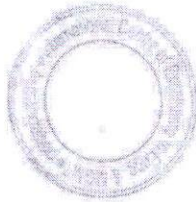
Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : oracle Hydro mech stamping
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: K-115, MIDC Waluj ch. sambhajinagar.
Contact Details: 0240 2558 123/103/119	Contact Details: 9552504249
E-mails: director@iceemabad.com	Email: Production@gnmail.com
Web :- www.iceemabad.com	Web:



Authorized Signatory

Name: Dr. R. S. Jagirdar

Designation: Director



Production@shreeengineering.net.in



Authorized Signatory

Name: Nikhil Kulkarni

Designation:

Witnesses:

1. H. L. Gadhar - 

2.

Witnesses:

1. M. P. Kale - 

2.



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CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra




&

Mauli Industries
G.No. 27/01, Bankernwadi, MIDC, Nalg, Aurangabad.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 15th Nov. 2022 (15-11-2022), by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

MAULI INDUSTRIES, WALUJ, AURANGABAD
THE SECOND PARTY, and represented here in Mrs. Anita Shinde,
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
- (i) **International Centre of Excellence in Engineering and Management (ICEEM)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.



C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

- E) MAULI INDUSTRIES, WALUJ, AURANGABAD
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of Automobile Engineering -

(Precision Machining of Components, Reconditioning and Overhauling of Machine Tools

- F) MAULI INDUSTRIES
the Second Party is promoted by MRS. ANITA SHINDE.


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International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
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- The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
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Aurangabad



CLAUSE 4: VALIDITY

- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

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International Centre of Excellence
in Engineering and Management(ICEEM)
First Party

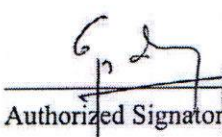
Mauli Industries, A'bad.
Second Party

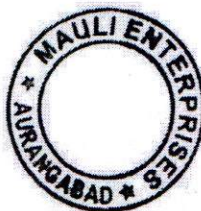
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AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)


For Mauli Industries, A'bad.


Authorized Signatory





Authorized Signatory




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International Centre of
Excellence In Engg. & MGMT.
Aurangabad

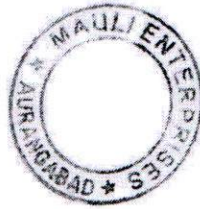
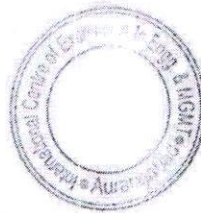
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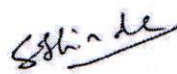
Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Mauli Industries, A'bad.
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: G. No. 27/01, Barkarwad, Waluj, MIDC Aurangabad.
Contact Details: 0240 2558 123/103/119	Contact Details: Mr. Saif. Ali. 86057-83318
E-mails: director@iceemabad.com	Email: mauliindustries2015@ gmail.com.
Web :- www.iceemabad.com	Web:


Authorized Signatory

Name: Dr. C.S. Padmavat

Designation: Campus Director





Authorized Signatory

Name: Mrs. Anita Shinde


Designation: Manager

Witnesses:

1. H. L. Jadhav. 


2.

Witnesses:

1. M. P. Kale 

2.




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra




&

S. S. Corporation, Aurangabad.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

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AND

M/s. S. S. Corporation, Aurangabad.
THE SECOND PARTY, and represented here in Mr. Santosh Mohite,
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

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- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) M/s. S. S. Corporation, Aurangabad.
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of Automobile Engineering
Components Manufacturing & Services.
- F) Mr. Santosh Mohite
the Second Party is promoted by



Mr. Santosh Mohite
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

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CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

International Centre of Excellence
in Engineering and Management(ICEEM)
First Party



Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)

For _____

6/2
Authorized Signatory



RB White
Authorized Signatory

6/2
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : S.S. Corporation
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: K-232 /235, Waluj M.D.C. Aurangabad.
Contact Details: 0240 2558 123/103/119	Contact Details: 94227-21861
E-mails: director@iceemabad.com	Email: sales@sscorporations.com
Web :- www.iceemabad.com	Web: www.sscorporation.com.

Authorized Signatory

Name: Dr. C.S. Padmavat

Designation: Campus Director



Authorized Signatory

Name:

Designation:

Witnesses:

1. H. L. Jadhav -

2.



Witnesses:

1. M. P. Kale -

2.



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra



&

Krishna Coating,

Aurangabad.

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES**

6057
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 8TH JAN 2022 (08-01-2022), by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

KRISHNA COATINGS,
THE SECOND PARTY, and represented here in Mr. Nandedo Kharade
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
 - (i) **International Centre of Excellence in Engineering and Management (ICEEM)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Krishna Coatings,
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of Powder Coating & ANODIZING
- F) KRISHNA COATINGS
the Second Party is promoted by Mr. Nandedo Kharade



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
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CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The



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International Centre of
Excellence In Engg. & MGMT.
Aurangabad



industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

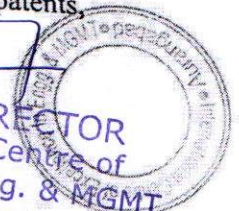
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Manufacturer of automobile machining components, gear and jig pulling.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
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- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



CLAUSE 4: VALIDITY

The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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**International Centre of Excellence
in Engineering and Management(ICEEM)**
First Party

Krishna Coating
Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

AGREED:

For **International Centre of Excellence
in Engineering and Management(ICEEM)**

[Signature]
Authorized Signatory



For Krishna Coating

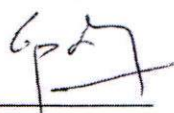


[Signature]
Authorized Signatory

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Krishna Coating
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: K-15, Waluj MIDC, Aurangabad.
Contact Details: 0240 2558 123/103/119	Contact Details: Rajit Kawade. 9730520607
E-mails: director@iceemabad.com	Email: krishnacoting@gmail.com
Web :- www.iceemabad.com	Web:


Authorized Signatory

Name: Dr. C.S. Padmavat

Designation: Campus Director




Authorized Signatory

Name: Mr. Nandev Kharade

Designation: Asst. Manager.




Witnesses:

1. H. L. Tadhar - 

2.

Witnesses:

1. M.P. Kale - 

2.




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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Handwritten text in the bottom right corner, possibly a signature or date, including the word "Gordon".

NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

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Aurangabad



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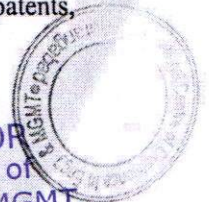
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CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



CLAUSE 4: VALIDITY

- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

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International Centre of Excellence
in Engineering and Management (ICEEM)
First Party

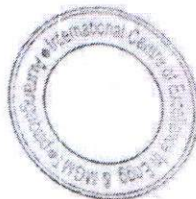
KGVP's S.R.S.S. college,
Second Party Ambetohal, A'bad

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

AGREED:

For International Centre of Excellence
in Engineering and Management (ICEEM)


Authorized Signatory



For KGVP's S.R.S.S. College
Ambetohal, A'bad.


Authorized Signatory

Principal
Raje Shahaji Senior College
Ambetohal, Tq. Gangapur Dist. Aurangabad



CAMPUS DIRECTOR
International Centre of
Excellence in Engg. & MGMT

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Name of Institute: International Centre of Excellence in Engineering and Management (ICEEM)	Name of Industry : KGUPS SRSS college Ambelohal, H'bad
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: Ambelohal, Tq. Gangapur, Dist. Ch. Sambhajinagar.
Contact Details: 0240 2558 123/103/119	Contact Details: Shri. Ganesh Bankar. 8605677928
E-mails: director@iccemabad.com	Email: rajesshahaji college@gmail.com
Web :- www.iccemabad.com	Web: www.rajesshahaji college.com


Authorized Signatory

Name: Dr. C. S. Jadhav
Designation: Director




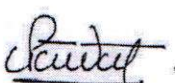

Authorized Signatory


Name: Principal
Raje Shahaji Senior College
Designation: Ambelohal, Tq. Gangapur Dist. Aurangabad

Witnesses:

1. H. L. Jadhav - 
- 2.

Witnesses:

1. Shekhnath. R. Chavan 
2. Pawar. C. N. 


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra



&

SYNERGY ACADEMY FOR ADVANCED LEARNING,
SATARA

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES

607
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 13th of October 2022, by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND


SYNERGY ACADEMY FOR ADVANCED LEARNING, THE SECOND PARTY, and represented here in Aurangabad, (here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
 - (i) **International Centre of Excellence in Engineering and Management (ICEEM)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Synergy Academy For Advanced Learning, Satara., the Second Party is engaged in Skill Development, Education in Engineering and Management subjects, and R&D Services as well as Journal Publications in Multi-Discipline pertaining to Higher Education having a multi-Office setup in Satara, Aurangabad and Mumbai.
- F) Synergy Academy For Advanced Learning, the Second Party is promoted by Dr. S D Joshi- [MBA & PhD], NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:




CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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CLAUSE 1: COOPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
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6/2/21
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.


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CAMPUS DIRECTOR
International Centre of Excellence In Engg. & MGMT.
Aurangabad



CLAUSE 4: VALIDITY

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International Centre of Excellence
In Engineering and Management (ICEEM)

First Party


Synergy Academy For Advanced
Learning

Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.


AGREED:


For International Centre of Excellence
In Engineering and Management (ICEEM)


Authorized Signatory



For Synergy Academy For Advanced
Learning,


Authorized Signatory


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Education, Consultancy, Research & Publications
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad-Pune Highway, Waluj, Aurangabad-431136 (MS)	Permanent Address: B-19, Eknath Residency, Behind Gurukul School, Shahunagar, Godoli, Satara, 415002. Operational Address: I-2/2, Kasliwal Residency, Pratapnagar Lane No. 1, Shahnoorwadi Rd, Aurangabad 431005.
Contact Details: 0240 2558 123/103/119	Contact Details: +917038402646 +918550937144
E-mails: director@iceemabad.com	Email: info@syneducon.org
Web :- www.iceemabad.com	Web: www.syneducon.org

Authorized Signatory

Name: Dr. C.S. Padmayat

Designation: Campus Director



Witnesses:

1. H. I. Tadhar -

2.

Authorized Signatory

Name: Dr. S D Joshi

Designation: Proprietor



Witnesses:

1. B.P. Pandit

2.



CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra



&

Digital Academy, Aurangabad

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES

6p57
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 8th March 2023 (08-03-2023), by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

Digital Academy, Aurangabad
THE SECOND PARTY, and represented here in Mr. Anol Deshmukh
(here in after referred to as "Second Party").

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WHERE AS:

- A) First Party is a Higher Educational Institution named:
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- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Digital Academy, Aurangabad
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of Software Development,
Industry Interface, Design & Development.
- F) Digital Academy, Aurangabad
the Second Party is promoted by Shri. Anol Deshmukh

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the need of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
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International Centre of Excellence
Excellence In Engg. & MGMT.
Aurangabad

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- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.


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Aurangabad



CLAUSE 4: VALIDITY

- 4.1 The agreement is **valid for a period of three years** with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

**International Centre of Excellence
in Engineering and Management(ICEEM)**
First Party


Digital Academy 4/6/20
Second Party


Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Aurangabad, Maharashtra.**

AGREED:

For **International Centre of Excellence
in Engineering and Management(ICEEM)**

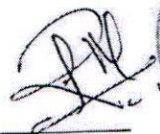
For *Digital Academy, A'bad*


Authorized Signatory


Authorized Signatory
For Digital Academy
International Centre of
Excellence In Engg. & MGMT.
Aurangabad
Proprietor



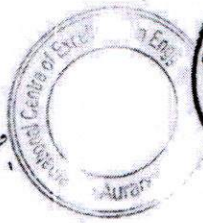
Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : <i>Digital Academy A'bad</i>
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- (MS)	Address:
Contact Details: 0240 2558 123/103/119	Contact Details: <i>Mr. Amol Deshmare</i> <i>8446190396</i>
E-mails: director@iceemabad.com	Email: <i>infocodingmaster@gmail.com</i>
Web :- www.iceemabad.com	Web: <i>digital academy. ai</i>



Authorized Signatory

Name: Dr. R.S. Jahagirdar

Designation: Director



For Digital Academy



Authorized Signatory

Name: *Amol Deshmare*

Designation: *C.E.O.*

Witnesses:

1. *H. L. Jadhav - At.*

Witnesses:

1. *M. P. Kale - Belley*



GP
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad
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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra



&

M/s. SAMARTH COMPUTER, WALUJ,
AURANGABAD.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES

6/2/20
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 08-03-2023 (8TH MAR. 2023), by and between

International Centre of Excellence in Engineering and Management (ICEEM), located at Waluj, Aurangabad-Pune National Highway, Opp. Bajaj Auto Ltd, Aurangabad, Maharashtra 431136 (here in after referred as 'First Party').

AND

M/S. SAMARTH COMPUTER - WALUJ, A'BAD.
THE SECOND PARTY, and represented here in KUNAL SAROO
(here in after referred to as "Second Party").

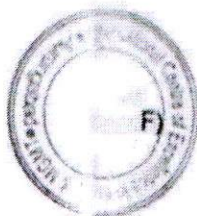
(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

- A) First Party is a Higher Educational Institution named:
- (i) International Centre of Excellence in Engineering and Management (ICEEM)
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research and Placement
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

M/S. SAMARTH COMPUTER - WALUJ, A'BAD
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of SALES & SERVICES OF
LAPTOPS, COMPUTERS, PERIPHERALS & NETWORKING

M/S. SAMARTH COMPUTER - WALUJ, A'BAD
the Second Party is promoted by MR. KUNAL SAROO
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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

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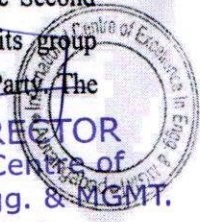
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Aurangabad



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International Centre of
Excellence In Engg. & MGMT.
Aurangabad

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 International Centre of Excellence
in Engineering and Management(ICEEM)
First Party

M/S. SAMARTH COMPUTER
Second Party

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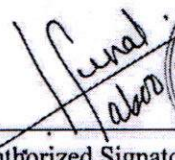

AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)


Authorized Signatory



For M/S. SAMARTH COMPUTER


Authorized Signatory

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

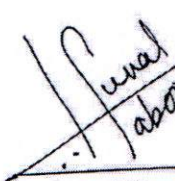
Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : M/s. SAMARTH COMPUTER
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: S. NO. 4, R.M- 30, BAJAJ NAGAR, WALUJ, AURANGABAD.
Contact Details: 0240 2558 123/103/119	Contact Details: MR. KUNAL SABOD 80078-92555
E-mails: director@iceemabad.com	Email: sales@samarthcomputers.com
Web :- www.iceemabad.com	Web: www.samarthcomputers.com


Authorized Signatory



Name: Dr. R. S. Jagirdar


Designation: Director


Authorized Signatory

Name: MR. KUNAL SABOD

Designation: C.E.O.

Witnesses:

1. H. L. Jadhav 

2.

Witnesses:

1. M. P. Kate 

2.


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra




&

Krishna Associates,
Chh. Sambhaji Nagar

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



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AND

Krishna Associates, Aurangabad,
THE SECOND PARTY, and represented here in _____
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

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- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) _____
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of financial Management
Trading, Stock Brokering & Accounting

F) _____
the Second Party is promoted by Mr. Rajit Kanade

CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



NOW THERE FORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

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International Centre of
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Aurangabad



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CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

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International Centre of Excellence
in Engineering and Management(ICEEM)
First Party

Krishna Associates.
Second Party

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AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)

For Krishna Associates.


Authorized Signatory




Authorized Signatory


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Krishna Associates
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: K-80 MIDC Waluj Aurangabad.
Contact Details: 0240 2558 123/103/119	Contact Details:
E-mails: director@iceemabad.com	Email:
Web :- www.iceemabad.com	Web:

Authorized Signatory

Name: Dr. R. S. Jahagirdar

Designation: Director

Witnesses:

1. H. I. Jadhav - *H*

2.

Authorized Signatory

Name: Ranjit Kawade

Designation: General Manager

Witnesses:

1. M. P. Kote - *M*

2.



Gp 27
CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

International Centre of Excellence in Engineering and Management (ICEEM),
Aurangabad, Maharashtra




&

Wisdom Trading.

chh. sambhajinagar.

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&DSERVICES AND RELATEDSERVICES


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



MEMORANDUM OF UNDERSTANDING (MOU)

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AND


Wisdom Trading
THE SECOND PARTY, and represented here in Mr. Pratik Borse,
(here in after referred to as "Second Party").

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party')

WHERE AS:

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- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Wisdom Trading
the Second Party is engaged in Business, Manufacturing, Skill Development and R&D Services in the fields of Training, Tooling
& Investment.
- F) Wisdom Trading
the Second Party is promoted by Mr. Pratik Borse




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International Centre of
Excellence In Engg. & MGMT.
Aurangabad
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International Centre of
Excellence In Engg. & MGMT.
Aurangabad

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- 2.10 There is no financial commitment on the part of the **International Centre of Excellence in Engineering and Management (ICEEM)**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.



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Aurangabad



CLAUSE 4: VALIDITY

- 4.1 The agreement is valid for a period of three years with effect from the date of signing of the agreement and may be renewed after that period, incorporating mutually agreeable modifications, if any thereafter. Either party may withdraw from the agreement by giving a written notice of three months in advance, subject to fulfillment of prior obligations otherwise surviving.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

International Centre of Excellence
in Engineering and Management(ICEEM)
First Party

Wisdom Trading
Second Party

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Aurangabad, Maharashtra.

AGREED:

For International Centre of Excellence
in Engineering and Management(ICEEM)


Authorized Signatory




For Wisdom Trading



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Aurangabad

Name of Institute: International Centre of Excellence in Engineering and Management(ICEEM)	Name of Industry : Wisdom Trading.
Address: Gut no-4, Opp Bajaj Auto Ltd, Aurangabad- Pune Highway, Waluj, Aurangabad-431136 (MS)	Address: Shop No-7, CIDCO, mahanager - 01, A.Sambh- ajinagar
Contact Details: 0240 2558 123/103/119	Contact Details: Mr. Pratik Borse 8668573718.
E-mails: director@iceemabad.com	Email: pratik2016609@gmail.com
Web :- www.iceemabad.com	Web:


Authorized Signatory

Name: Dr. R. S. Jahagirdar.

Designation: Director

Witnesses:

1. H. L. Jadhav. 

2.



Authorized Signatory

Name: Mr. Pratik Borse.


Designation: Director.

Witnesses:

1. M. P. Kale 

2.




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