

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY**  
**AND**  
**TATA INSTITUTE OF FUNDAMENTAL RESEARCH**

This MOU is entered into on **30 April 2012** by the Vishwakarma Institute of Information Technology, hereinafter called VIIT, a premier Engineering College at Pune in Maharashtra and the Tata Institute of Fundamental Research, Colaba, Mumbai, hereinafter called TIFR, a National Centre of the Government of India, registered under the Bombay Public Trust Act 1950.

**1. OBJECTIVES OF THE MOU**

The objectives of the Memorandum of Understanding are:

- a. To promote and enhance scientific and academic interaction between VIIT and TIFR in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between VIIT and TIFR.

**2. TECHNICAL AREAS OF COLLABORATION**

Principal technical areas of collaboration between VIIT and TIFR, will include the following:

**Development of cutting-edge instrumentation through active interaction and collaboration by TIFR with various engineering departments at the VIIT including,**

- a. Electronics and Telecommunications
- b. Computer Science
- c. Mechanical Engineering

The collaboration will be coordinated by Prof. Chandrashekhar S. Garde from VIIT and an academic member to be nominated by TIFR.

**3. PROPOSED MODES OF COLLABORATION**

VIIT and TIFR propose to collaborate through the following:

- a. Cooperation and promotion of research and education in areas of mutual interests.
- b. Facilitation of joint research programmes/proposals.
- c. Exchange of academic personnel between the VIIT and TIFR. The visits of faculty from one institute to the other institution shall be encouraged.
- d. Any other appropriate mode of interaction agreed upon between VIIT and TIFR after due internal approvals by respective institutions.

**4. RESEARCH COLLABORATION**

Research collaboration between the two institutes will be undertaken with appropriate written agreements where necessary.

## 5. CONFIDENTIALITY

- a. The VIIT and the TIFR agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of the MOU and will not disclose the same to any third party without written consent of the other party.
- b. The above confidential clause under this MOU excludes information/data possessed by either party before entering into this MOU or independently developed and/or information already available through public domain.

## 6. TERM AND TERMINATIONS

- a. This MOU may be amended, renewed and terminated by mutual written agreement of the parties at any time.
- b. This MOU could be terminated by either party by giving an advance notice of 6 months to the other party.
- c. The termination of the MOU whether mutual or unilateral, shall not affect obligations of the participant under any Research Agreement. Confidentiality clause obligation as referenced in clause 5 above shall survive such termination.

## 7. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

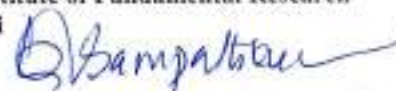
Vishwakarma Institute of Information Technology  
Pune

  
Shri Bharat Agarwal  
Managing Trustee,  
Vishwakarma Institute of Information Technology,  
Pune - 411048



On behalf

Tata Institute of Fundamental Research  
Mumbai

  
Prof. E. V. Sampathkumaran  
Dean, NSF  
Tata Institute of Fundamental Research  
Mumbai - 400005

प्रोफेसर ई. वी. संपत्तकुमारन / Professor E. V. Sampathkumaran  
संकाय अध्यक्ष / Dean  
प्रकृतिक विज्ञान संकाय / Natural Sciences Faculty  
टाटा मूलभूत अनुसंधान संस्थान  
Tata Institute of Fundamental Research  
होमी भाभा मार्ग, कुलाबा, मुंबई-400 005, भारत  
Homi Bhabha Road, Colaba, Mumbai - 400 005, India



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### MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date set forth below ("Effective Date") between the undersigned parties.

The parties are considering entering into a business transaction for the purpose set forth below (the "Purpose"), the nature of which will require each to disclose or make available to the other, proprietary and confidential information and materials containing valuable trade secrets, product development and inventions, some of which may already have been disclosed or made available prior to the Effective Date. In consideration of the mutual promises and obligations set forth below, the parties agree as follows:

1. Confidential Information. "Confidential Information" means any information or data disclosed by or on behalf of a party ("Discloser") to the other party ("Recipient") that (a) may be clearly marked as proprietary, confidential, private, trade secret or secret (with other marks indicative of a confidential nature), or (b) if oral or visual, may be identified as proprietary, confidential, private, trade secret, secret (with other terms indicative of a confidential nature), and may be summarized in a writing so marked and delivered within 30 days following such disclosure, or (c) comprises or contains financial information, marketing plans, business strategies, prospect and customer lists, research, development, know-how, trade secrets, computer software, models, designs, source code, techniques, systems, processes, works of authorship, projects, plans, proposals, flow charts, and any other business, marketing, financial, technical, scientific, or other information of Discloser which is disclosed in circumstances of confidence. Each party will make reasonable efforts to identify to the other, orally or in writing, specific information or materials which such party considers confidential, and to do so within 30 days following the first provision of such information or materials to the other party hereunder, but the failure to do so shall not relieve the Recipient of its obligation to protect the same where circumstances of the disclosure and the nature of the information or materials otherwise gave the Recipient reason to know of the confidential nature of such information or materials. The parties acknowledge and agree that for purposes of this Agreement, all disclosures of Confidential Information shall be understood to take place under circumstances of confidence. Confidential Information shall not include information which Recipient can demonstrate (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by Recipient without any obligation to hold it in confidence; (c) is lawfully received from a third party without restriction, provided such third party is not, to Recipient's knowledge, in breach of any obligation of confidentiality relating to such Confidential Information; (d) is independently developed by Recipient without use of, or reference to, Confidential Information of Discloser; or (e) is released with prior written authorization from Discloser.

2. Affiliates. "Affiliate" means a company or entity that, directly or indirectly, controls, is controlled by or is under common control with a party to this Agreement. "Control" means direct or indirect ownership interest of at least 50% of an entity, or ownership of the capital stocks or the voting rights of a company or entity, or the right to control or direct management of a company or entity. The terms "Discloser" and "Recipient" include each party's Affiliates disclosing or receiving Confidential Information, and such Affiliates shall have the rights and shall be bound by the obligations of the party with which they are affiliated.

3. Non-Disclosure and Permitted Use. Generally as to all Confidential Information, Recipient shall use the Confidential Information only for the Purpose and shall prevent the disclosure or dissemination of Confidential Information to any third party without the prior written consent of Discloser, except disclosure to officers, directors, agents, employees (including third parties retained for temporary administrative, clerical or programming support, or as independent contractors), Affiliates, subsidiaries, or representatives, including financial advisers, legal counsel, and potential and actual financing sources (collectively, "Representatives") with a "need to know"; provided that such Representatives have been made aware of their obligation to preserve the confidentiality of such Confidential Information and that such Representatives must be subject to confidentiality obligations that are at least as restrictive as those set forth in this Agreement. Recipient shall be fully liable to Discloser for any breach of such obligation by its Representatives.

4. Legally Required Disclosure. A Recipient may disclose Confidential Information where required by law or regulation as permitted by law; or in response to a valid order of a court or other governmental body, but only if Recipient takes reasonable steps to first notify Discloser of the legally required

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disclosure and to permit Discloser to oppose such disclosure, and/or seek an appropriate protective order or other confidential treatment of the Confidential Information.

5. Rights and Remedies. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

6. Return of Confidential Information. Confidential Information, including permitted copies, shall be deemed the property of Discloser. Recipient shall, within 10 days following a written request by Discloser, return all Confidential Information (including all copies, analyses, studies or other material prepared by Recipient or any of its Representatives that contain or otherwise reflect such Confidential Information) to Discloser or, if so directed by Discloser, destroy such Confidential Information; provided however, that Recipient may at its option retain 1 copy of such materials or documents for archival purposes only. Such retained copy shall be subject to confidentiality obligations as stated in this Agreement. Upon written request by Discloser, Recipient shall certify in writing its compliance with this Paragraph.

7. Injunctive Relief. The parties agree that any threatened or actual breach of this Agreement could cause irreparable injury to Discloser, thereby entitling Discloser to temporary and permanent injunctive relief, in addition to any other rights and remedies available to it.

8. Relationship of Parties. This Agreement does not represent, and in no way implies, a partnership, joint venture, employment, license, or other commercial relationship between the parties or an authorization for either party to act as the agent or representative of the other. Neither party is obligated under this Agreement to exchange any Confidential Information, to continue any discussions, to enter into any future business relationship, or to forego any other business opportunity, relationship, or research.

9. Ownership of Confidential Information; Disclaimer. No patent, copyright, trademark, or other proprietary right is licensed, granted, or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties or representations of any kind, express or implied, are given with respect to any information, including Confidential Information, disclosed or made available under this Agreement or with respect to any use thereof.

10. Term. The term of this Agreement shall be for a period of 5 years from the Effective Date and may be extended only by a mutual written agreement between the parties. Either party may terminate this Agreement upon 30 days' prior written notice to the other party. All obligations with respect to non-trade secret Confidential Information shall survive termination or expiration of this Agreement for a period of 5 years from the date of termination or expiration of this Agreement. All obligations with respect to Confidential Information that constitutes a trade secret shall remain in effect until such time as the information is no longer a trade secret.

11. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. Except for assignment to Affiliates, neither party may assign this Agreement without the prior written consent of the other party.

12. Enforceability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions shall continue in full force and effect.

13. Headings and Construction. The headings contained in this Agreement are for convenience only and shall not be interpreted to limit, control, or affect the meaning or construction of the provisions of this Agreement. This Agreement shall be deemed to have been jointly prepared by the parties. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.

15. Export Regulations. Discloser shall identify within any information that is being supplied to Recipient under the terms of this Agreement, any information that is subject to US export laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") and/or Export Administration Act Regulations ("EAR") ("Restricted Information") in advance of disclosure to Recipient, and in the event that Restricted Information is disclosed to Recipient, such Restricted Information must bear a prominent legend stating "This Restricted Information Contains Technical Data subject to the ITAR and/or EAR (or other applicable export regulations)" or other equivalent labeling language.

16. Governing Law/Venue. This Agreement shall be governed in all respects by the laws of the State of Delaware, USA, without regard to its conflict of laws principles, and without regard to the United Nations Convention on Contracts for International Sale of Goods and any additions or amendments thereto. The parties hereby submit to jurisdiction and venue in federal court in the District Court of Delaware, or in state court in either Delaware Superior Court or in Delaware Chancery Court located in New Castle County, Delaware.

17. Effective Date: 17th March, 2014

18. Purpose: Execution of various projects related to Production, Maintenance, Measurements etc. in the factory

IN WITNESS WHEREOF, the parties' respective representatives have executed this Agreement as of the Effective Date.

Vishay Components India Pvt. Ltd.  
[Name of Vishay entity]

a \_\_\_\_\_ corporation acting for and on behalf of itself and its Affiliates

Address: with offices located at  
Loni Kalbhor, Near Pune  
(C. Rly.), Pune 412201

e-mail: law.department@Vishay.com

By: [Signature]  
Print Name: Rajan Shringarpure  
Title: Managing Director

Vishwakarma Institute of Information Technology  
[Name of Company]

a \_\_\_\_\_ corporation

Address: with offices located at  
S. No. 2/3/4, Kondhwa (Bk),  
Pune 411048

e-mail: bkarkare@gmail.com

By: [Signature]  
Print Name: Dr. B. S. Karkare  
Title: Principal

(Rev. 01/22/2013)



✓ Renew 70

**Memorandum of Understanding  
between**



**Vishwakarma Institute of Information Technology,  
Pune**

**And**



**Shri Vithal Education and Research Institute's College of  
Engineering, Pandharpur**

**For**

**Institutional Academic and Research Collaboration**

**January 2016**



## PREAMBLE:

The MEMORANDUM OF UNDERSTANDING (MoU) between **Vishwakarma Institute of Information Technology, Pune** and **Shri Vithal Education and Research Institute's College of Engineering, Pandharpur** for **Academic and Research Collaboration**, is signed on the 27<sup>th</sup> day of January 2016.

This MoU entered into between, Vishwakarma Institute of Information Technology Pune (Hereafter called VIIT) and Shri Vithal Education and Research Institute's College of Engineering, Pandharpur (Hereafter called SVERI) represented in this MoU by the Principal, VIIT and Principal, SVERI, respectively, on behalf of Board of Governors of their Institutes, which shall mean and include their successors in interest and assigns.

## SCOPE AND OBJECTIVE OF MoU

The scope and objective of MoU are defined as:

VIIT and SVERI agree for **Academic and Research cooperation** between all their departments for mutual benefits to the Institutes.

## DURATION OF MOU

This MoU comes into effect from the date of its signing and will remain in force for a period of **THREE YEARS**. Its validity can be extended by mutual agreement between both the parties.

## RESPONSIBILITIES OF VIIT, PUNE AND SVERI, PANDHARPUR

- The VIIT and SVERI mutually agree to identify the various areas of interest and depute faculty as per requirements for conducting courses or research. The inviting Institute will meet the travel expenses, lodging and per diem, of the invited faculty members.
- VIIT and SVERI mutually agree to help each other to establish and develop laboratories, research centres, etc., as and when required.
- Faculty of VIIT and SVERI depending on their qualifications and experience can collaborate on academic research projects at VIIT or SVERI as the case may be.
- Areas for staff development shall be identified for training of faculty / staff of both the institutes for their academic growth.
- Areas for R & D projects, design and consultancy shall be identified and joint proposals shall be submitted to various funding agencies like MHRD, DST, BRNS, RGSTC, AICTE, etc.
- Both the institutes will help each other in industrial collaborations.

*N. S. Patil*  
27/1/16

*P. C.*  
27-1-16

Ref.:-

Date:-

### AMENDMENT TO THE MoU

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to an amendment of this agreement. The modification/changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

### ARBITRATION

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual discussion between the Principal of VIIT and Principal of SVERI.

Now, therefore, for and in consideration of the foregoing premises the parties have signed the Memorandum of Understanding on 27<sup>th</sup> January 2016.

### PARTIES

*[Signature]*  
**Dr. Bilavari S. Karkare**  
**Principal**  
Vishwakarma Institute of Technology, Pune  
S. No. 3 / 4, Kondhwa Budruk,  
Pune - 411 048



WITNESS

*[Signature]*  
**Prof. N. P. Pathak, Dean Academics**

*[Signature]*  
**Prof. (Dr.) K. R. Patil, Dean R&D**

Dated: 27/01/2016

*[Signature]*  
**Prof. N. D. Misal**  
**In charge Principal**  
Shri Vitthal Education and Research  
Institute's College of Engineering,  
Pandharpur, Gopalpur-Ranjani Road,  
Gopalpur, Pandharpur-413304  
For and on behalf of  
Board of Governors  
SVERI's College of Engineering,  
Pandharpur



WITNESS

*[Signature]*  
**Dr. (Mrs.) M. M. Patil, Dean Academics**

*[Signature]*  
**Mr. P. B. Kadam, Asst. Professor**  
(MBA Dept)

Dated: 27-1-16



23 MAY 2016  
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दस्तावेज प्रकार ..... 50/113

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन .....

मुद्रांक विकत घेणाऱ्याचे नांव 20/01/2019 सारबत ह

पता ..... Ch. 21.11.11. 11.11.11 २५

दसव्या पध्दकाराचे नांव.....विष्णुलाल शर्मा नाथ अग्रवाल.....

हस्ते व्यक्तीचे नांव व पत्ता श्री. गणेश. ११११११ २२२२

*Rajend* *Sangietaa Lokande*  
SANGIETAA LOKANDE

परधाना क्र. २२०११२४  
मद्रास विप्लव घेणान्याची सही मोडोज शेटिल कन्याकुलम, इंग्लंडीन रोड, पत्ती-९

જ્યોત્સ્ના કારણાસાથી જ્યાંની મુદ્રાંક સુરેલી વેળા, ત્યાંની ત્યાંય કારણાસાથી મુદ્રાંક

॥६॥ कल्याणसुख ६ महिन्यात वापरणे शक्यकारण आहे

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed on this 2nd day of May 2016.

## Between

**Khushboo Charitable Trust**, a public charitable trust registered under the Bombay Public trust act, 1950, bearing registration number E-5439/Pune and having its registered address at F.P.NO. 25/A1, Survey No 222/1, West Avenue, Kalyani Nagar, Pune 411006, Maharashtra, India (hereinafter referred to as 'Khushboo')

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And

**Bansilal Ramnath Agarwal Charitable Trust** bearing registration number E-531 (Pune) and having office at "Shrimangal" Bulding, 251, Budhwar Peth, City Post Chowk, Pune – 411 002. (hereinafter referred to as Charitable Trust) for the following organizations being managed by the Charitable Trust, hereby referred to as ( 'Institutes' ):

Full Name of the VIT Institute	Vishwakarma Institute of Technology
Address	666, Upper Indiranagar, Bibwewadi, Pune – 411 037,
Full Name of the VIIT Institute	Vishwakarma Institute of Information Technology
Address	S.No. 3/4, Kondhwa (Bk.), Pune – 411 048.

Whereas,

- 1) **Bansilal Ramnath Agarwal Charitable Trust** is the well-known charitable trust established in 1975.
- 2) **Khushboo** is a public charitable trust founded primarily to promote education and educational activities without profit motive.
- 3) Khushboo intends to provide financial support as sponsorship to the extent and in the manner as agreed in this MoU ('the objective').

Now therefore, the parties enter into this Memorandum of Understanding to lay down the mutual covenants and obligations with respect to the objective.

1. **Duration**

This MOU shall be effective from 01 May 2016 and shall be valid till 30<sup>th</sup> April 2020. The parties may extend the tenure of this MOU by a written addendum specifying the extended tenure of the MOU.

2. **Extent and purpose of Financial aid:**

- a) Khushboo will provide sponsorship to 15 (consolidated for both the Institutes) students per year of the Charitable Trust as per the terms of this MoU.
- b) The sponsorship to the students will be allotted based on their clearing all subjects in the examinations. The sponsorship shall stand discontinued in case the student does not clear the examinations.
- c) The sponsorship amount shall be decided by Khushboo keeping in mind the economic background of each student.



- d) Following selection procedure will be followed by Khushboo for the purposes of determining sponsorship amount for each of the 15 students:
- i) Institute will provide a list of students who wish to apply for the sponsorship along with filled forms of scholarship and required documents.
  - ii) Each student will be interviewed separately.
  - iii) Home visits shall be conducted for each such student.
  - iv) Scholarship amount will be decided by the trustees of Khushboo.
- e) The selection criteria for the sponsorship for Khushboo will be as below:
- i) The student should get minimum 60% aggregate percentage in Class X and Class XII board examinations, and
  - ii) The total annual income of the student's family should be less than 2.5 lacs p.a.
- f) The sponsorship under this MoU shall be provided either in full or in part only for the tuition fee of the students. Hostel fee or any other expenses will not be covered under the sponsorship amount provided under this MoU.
- g) Once assessment is done for each student, Khushboo will provide the sponsorship as per the course selected by the student and the cheque for the sponsorship amount shall be drawn in the name of Institute/college.

### **3. Obligations of each party:**

#### **3.1 Obligations of the Institute/college:**

- a) To collect required documents from each student and share with Khushboo as and when needed.
- b) To give list of those students every year to Khushboo, who have cleared their respective examinations.
- c) The Institute/college shall provide the below list of documents to Khushboo along with each sponsorship application form:
  - i. Scholarship form A
  - ii. Class 10<sup>th</sup> statement of Marks
  - iii. Class 11<sup>th</sup> statement of Marks
  - iv. Class 12<sup>th</sup> / Diploma statement of Marks
  - v. CET/ NEET Result
  - vi. School leaving Certificate
  - vii. Aadhar card
  - viii. Cast Certificate/Non-creamy layer, if any
  - ix. Income Certificate
  - x. Bank passbook Photostat of student



- xii. Bank passbook copies of parents from March, 2016 to May, 2016
- xiii. Mark sheets of every year in respective course.
- d) Utilize the sponsorship amounts for the purpose mentioned above.
- e) Maintain proper records of the utilization of the sponsorship amounts and make the records available to authorized representatives of Khushboo on demand

### 3.2 Obligations of Khushboo:

- a) To provide financial aid in time as agreed.
- b) Monitor and evaluate the application of the financial aid from time to time.
- c) Extend the duration and amount of the aid considering the merit of the same.
- d) Khushboo volunteers shall mentor the recipient of scholarship.

### 4. Termination of the MOU:

- 4.1 Khushboo may terminate the MoU at any time by serving 1 month's written notice to Institute/college if the objectives of the MoU are not duly achieved. In the event of such termination, Khushboo shall be released of its obligations mentioned in this MoU, provided that the Scholarships already provided shall not be refunded to Khushboo, except in cases where a separate scholarship is already availed by the Student in the same category. In such cases of dual scholarship, the amount equivalent to the Tuitions Fees covered under the Scholarship shall be refunded to Khushboo.
- 4.2 Institute/college may terminate this MoU in the event of a breach of obligations by Khushboo and if such breach is not cured by Khushboo within thirty (30) days of receiving notice of the breach from Institute/college.

### 5. Amendment to MoU:

- The terms of this MoU may be changed/alterd/replaced by executing a written amendment to be signed by both parties.

### 6. Force Majure

If any extraordinary event, beyond the control of both the parties occurs, and if either of the party claims that the existence of such an event is delaying or disabling the performance by the said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence is calimed to delay or disable the performance of obligations as said above.





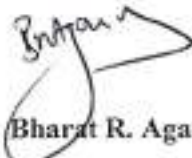

7. Stamp Duty

The Stamp Duty and related charges payable on this MOU or any supplementary agreements required to be executed consequent to this MOU shall be borne by Khushboo.



8. Governing Law:



This MoU shall be governed by and construed in accordance with the laws of the India and shall be subject to jurisdiction in Pune.

Signed this 2<sup>nd</sup> Day of May 2016

<p>For Khushboo Charitable Trust</p>  <p>(Ritu Nathani) Trustee, Khushboo Charitable Trust Authorized Signatory</p> 	<p>For Bansilal Ramnath Agarwal Charitable Trust</p>  <p>Name : Bharat R. Agarwal ( Trustee)</p> 
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For the Institutes:

Signature		
Name of the Signatory authority from VIIT	Prof. (Dr.) Rajesh M. Jalnekar	
Designation	Director	

Signature		
Name of the Signatory authority from VIIT	Prof. (Dr.) Bilavari S. Karkare	
Designation	Principal	

## MEMORANDUM OF UNDERSTANDING

between

**Vishwakarma Institutes, Pune, India**

and

**Korea Institute of Science and Technology's  
Post Silicon Semiconductor Institute, Seoul, South Korea**

The purpose of this Memorandum of Understanding is to promote cooperation between the Vishwakarma Institutes (Vishwakarma University, Vishwakarma College of Arts, Commerce and Science, Vishwakarma Institute of Technology and Vishwakarma Institute of Information Technology) Pune and Korea Institute of Science and Technology's Post Silicon Semiconductor Institute, Seoul, South Korea.

The agreements will be signed by appropriate officers of the units and will specify details of the cooperation.

### TERMS OF COOPERATION AND COORDINATION

#### 1

Specific terms of cooperation for each of the programmatic components initiated under this Memorandum of Understanding shall be mutually discussed and agreed upon in writing by both parties prior to implementation.

#### 2

By signing this Memorandum, the two institutions agree to encourage cooperation and direct contact between faculties and departments through:

- Exchange of faculty for research and discussion
- Exchange of graduate and post graduate students for research
- Apply for the Joint research Project to Indian Government under INDO- KOREA exchange Program
- Participation in seminars and workshop
- Special short-term research programs
- Visiting Research Fellows and
- Student fellowship program

#### 3

Both parties understand that all financial arrangements will have to be agreed upon with due regard to the availability of funds and other resources from the available project time





to time. Specific details for the implementation of activities will be developed mutually for each particular project.

4

Each side's rights, title and interest in its intellectual property and confidential information remains unaffected by the existence of this MoU. For the avoidance of doubt, neither side is obliged to disclose any confidential information to the other side, and any disclosure or exchange of confidential information must be covered by an appropriate confidentiality agreement.

5

The Memorandum is valid from the date of signing and will remain in force for period of ten years, where upon it shall be reviewed by both institutions. It may be terminated at any time by mutual consent or by six months notice in writing by either of the two parties with due regard to the contractual commitments in terms of specific contracts.

6

This Memorandum of Understanding is made in two equally authentic copies in English, one for each of the signing parties.


For Vishwakarma Institute's  
Pune, India.



Bharat Agarwal  
Managing Trustee  
Vishwakarma Institutes



Dr. Siddharth Jabade  
Dean, International Relations,  
Vishwakarma Institutes



Dr. Arun R. Patil  
Principal, Vishwakarma College of Arts,  
Commerce and Science

Date: 22/12/2017

For Korea Institute of Science and Technology's  
Post Silicon Semiconductor Institute, Seoul,  
South Korea.



Dr. Joonyeon Chang  
Director- General, Post Silicon Semiconductor  
Institute, KIST



Dr. Chong Yun Kang  
Director, Center for Electronic Materials, KIST

Date: 22/12/2017

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 11<sup>th</sup> day of January, 2018

### **Between**

Mechanical Engineering Department of **B.R.A.C.T's Vishwakarma Institute of Information Technology**, an Engineering College run by Bansilal Ramnath Agarwal Charitable Trust, Pune-411 048 (hereinafter referred to as "**VIIT**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

### **And**

**Atlas Copco (I) Ltd.**, a Company duly organized and existing under the laws of India having its registered office at Svecanagar, Dapodi, Pune, Maharashtra, 411012 India (hereafter referred to as "**Atlas Copco**", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, **VIIT** is among the noteworthy academic institutes of Pune offering UG, PG and Ph. D. programs in Mechanical Engineering, Civil Engineering, Electronics and Telecommunication Engineering, Computer Engineering and Information Technology.

AND WHEREAS, **Atlas Copco** is a registered company, engaged in providing services related to manufacture & supply of industrial equipment & services.

Now, in consideration of the association, it is agreed by both **VIIT** and **Atlas Copco** to align their recourses as under for the consultancy work handed over by Atlas Copco to VIIT.

### **1.0 Definitions and Interpretation**

- 1.1 "**MOU**" shall mean this Memorandum of Understanding executed between **VIIT** and **Atlas Copco** on 11<sup>th</sup> day of January, 2018.
- 1.2 "**Party**" or "**Parties**" shall mean **VIIT** and **Atlas Copco** individually and collectively as the context may require;
- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.



## **2.0 Consultancy**

- 2.1. The research project work will be handed over to work upon from Atlas Copco to Department of Mechanical Engineering (VIIT).
- 2.2. Department of Mechanical Engineering (VIIT) will deploy expert faculty and one PG/UG student(s) for the said project.
- 2.3. Department of Mechanical Engineering (VIIT) will abide by the project duration set by Atlas Copco.
- 2.4. The entire project material cost will be borne by Atlas Copco.
- 2.5. The cost of additional testing (required for the said project) carried by the external agencies for VIIT shall be borne by Atlas Copco.
- 2.6. VIIT will abide by **Inter Company Confidentiality Agreement**

## **3.0 Certification**

Upon completion of the Project, Atlas Copco will provide project completion certificate to Department of Mechanical Engineering (VIIT)

## **4.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

## **5.0 Termination**

**1 (one) year from the date of signing of MOU,** unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

## **6.0 Governing Law**

The agreement shall be governed by Laws of India.

### **In the case of notices to Atlas Copco:**

Atlas Copco India Ltd  
GECIA  
Survey No 247/2, Hinjewadi, Pune-411057  
Phone: +91-20-3985 2100  
For attention of: The General Manager

In the case of notices to VIIT:

Bansilal Ramnath Agarwal Charitable Trust's  
Vishwakarma Institute of Information and Technology,  
Survey No. 2/3/4 Kondhawa (Bk.), Pune- 411 048  
Phone: +91-20- 26932300/2600  
For attention of: The Principal

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

**7.0 Entire understanding**

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

**8.0 Waiver**

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

**9.0 Amendment**

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.



In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 11<sup>th</sup> day of January, 2018.

**For Atlas Copco (I) Limited**



Name: Rajeev Dadhe  
Title: General Manager

**For Vishwakarma Institute of  
Information and Technology**



Name: Dr. Bilavari S. Karkare  
Title: Principal

  
14th Jan 2018

Witness: Jay Shah  
Service Delivery Head  
Piston Compressors

  
14/01/18

Witness: Dr. Atul P. Kulkarni  
Associate Professor and Head  
Mechanical Engineering Department

**Atlas Copco**

## Inter Company Confidentiality Agreement

Confidentiality Agreement between a company within the Atlas Copco Group and a third party company/ organization.

This Agreement is entered into as of 11<sup>th</sup> January 2018 between **Atlas Copco (India) Ltd.**, Sveanagar, Dapodi, Pune – 411 012, hereinafter called as "Discloser", and **Vishwakarma Institute of Information Technology, Pune**, hereinafter called as "Recipient".

The Parties' objective with this Agreement is to provide protection for confidential information (Information) communicated between the parties. The parties agree that the following terms shall apply to the disclosure of Information by 'Discloser' to 'Recipient'.

### 1. Disclosure

Information will be disclosed either:

- In writing;
- By delivery of items;
- By initiation access to Information, such as may be in a data base; or
- By verbal or visual presentation.

Information shall be marked with a restrictive legend reading "Confidential Information" of the Discloser. If Information is not marked with such legend or is disclosed verbally, the Information should be identified as confidential at the time of disclosure.

### 2. Obligations

The Recipient agrees to:

- Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own information that it does not wish to disclose, publish or disseminate; and
- use the Discloser's Information only for the purpose for which it was disclosed.

The Recipient may disclose Information to:

- any of its employees on a "need to know" basis who has a need to know, and- for the same purpose only - to employees of any legal entity that it controls, that controls it, or with which the Recipient is under common control. Control means to own or control, directly or indirectly, over 50% of voting power; and
- any other party with the Discloser's prior written consent.

All such third parties are covered by the term Recipient in this Agreement

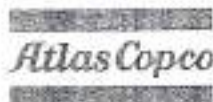
Prior to the disclosure of Information by the Recipient, the Recipient shall enter into a Confidentiality Agreement with such employee(s) or other party in order to safe guard that Information will be treated in accordance with this Agreement.

**Atlas Copco (India) Ltd.**

Corporate & Regd. Office :  
Sveanagar  
Dapodi, Pune 411 012

Phone : 91-020-39852100  
Fax : 91-020-27146250





The Recipient may disclose Information to a third party to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

### 3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for Ten(10) years following the initial date of disclosure. In the event that neither party gives notice to terminate, this agreement shall continue.

### 4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate and use Information that is:

- already in its possession without a confidentiality obligation,
- developed independently,
- obtained from a source other than the Discloser without a confidentiality obligation,
- publicly available when received, or thereafter publicly available through no fault of the Recipient;
- or
- disclosed by the Discloser to another person without a confidentiality obligation.

### 5. Disclaimers

The Discloser provides the Information without warranties or guarantees of any kind.

The Discloser shall not be held liable for any damages arising out of the use by the Recipient of information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it, grants to the Recipient any right or license under any trademark, copyright, patent or other industrial right now or subsequently owned or controlled by the Discloser or any other company under common control with the Discloser.

### 6. General

This Agreement does not create any obligation for either party to disclose or to receive Information.

Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent from the other party. Any attempt to do so is a serious breach of this Agreement and will result in claims for compensation.

The receipt of Information under this Agreement will not - unless specifically agreed in writing on a case by case basis - limit the Recipient from:

- providing to others products or services which compete with or may be competitive with products or services of the Discloser; or
- assigning its employees in any way it may choose.

The Recipient shall comply with all applicable export and import laws and regulations in connection with the use of the Information.

### **Atlas Copco (India) Ltd.**

Corporate & Regd. Office :  
Sveanagar  
Dapodi, Pune 411 012

Phone : 91-020-39852100  
Fax : 91-020-27146250

Only a written agreement signed by both parties can modify or amend this Agreement.

Either party may terminate this Agreement by giving one (1) month's written notice to the other party.

Any term of this Agreement, which by its nature extends beyond the termination of this agreement, shall remain in effect until fulfilled, and shall apply to either party's respective successors or assignees.

The parties consent to the application of the laws of India, excluding its conflict of law rules, for the solving of any dispute relating to this Agreement. Any dispute, controversy or claim arising out of, or in connection with, this Agreement or the breach, termination or invalidity thereof, shall be finally settled in accordance with Provisions of Indian Arbitration and Conciliation Act, 1996.

Each party shall appoint one arbitrator who will jointly appoint the chairman. If they cannot agree on the chairman, then the chairman will be appointed under the provisions of the Arbitration and Conciliation Act, 1996.

Arbitration will take place, in Pune; the language of the proceedings will be English.

This Agreement is the complete and exclusive agreement regarding the parties disclosure of Information, and replaces any prior oral or written communications between the parties. By signing below, each party agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

**Agreed to:**

Atlas Copco (India) Ltd.  
Global Engineering Center India Airpower,  
Survey No. 247/2, Hinjewadi,  
Pune - 411057

By



Authorized Signature  
**Mr. Rajeev Dadihe**  
General Manager - GECIA  
Atlas Copco (India) Ltd.  
Pune.

Date: 11<sup>th</sup> January 2018

**Agreed to:**

Vishwakarma Institute of Information Technology,  
Survey No. 3/4, Kondhwa  
Pune-411 048

By

Authorized Signature  
**Dr. Atul P. Kulkarni**  
Associate Professor & Head – Mech Department  
Vishwakarma Institute of Information & Technology  
Pune

Date: 11<sup>th</sup> January 2018

**Atlas Copco (India) Ltd.**

Corporate & Regd. Office :  
Sveanagar  
Dapodi, Pune 411 012

Phone : 91-020-39852100  
Fax : 91-020-27146250





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on 01/04/2018

### Between

Mechanical Engineering Department of **Vishwakarma Institute of Information Technology**, Survey No. 3/4, Kondhwa (Budruk), Pune – 411048, Maharashtra (India) hereinafter referred to as "**Vishwakarma Institute of Information Technology**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assignees) on FIRST PART

### And

**HCL Technologies Ltd**, a Company duly organized and existing under the laws of India having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India (hereafter referred to as "**HCL**", which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, "**VIIT**" is among the noteworthy academic institutes of Pune offering UG and PG programs in Mechanical Engineering, Civil Engineering, Electronics and Telecommunication Engineering, Computer Engineering and Information Technology.

AND WHEREAS, **HCL** is a registered company, engaged in providing services related to the software engineering services, software training and the development, implementation and integration of computer software.

AND WHERE both "**VIIT**" and **HCL** are desirous of associating with each other to expertise students of **VIIT** on **HCL**'s proprietary products (DFMPro and Geometric Stack up) as an addition to **VIIT** curriculum, **HCL** will provide academic license of these products to **VIIT** ("Course").

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both **VIIT** and **HCL** as under.

### 1.0 Definitions and Interpretation

- 1.1 "**MOU**" shall mean this Memorandum of Understanding executed between **VIIT** and **HCL** on 1<sup>st</sup> day of April 2018.
- 1.2 "**Party**" or "**Parties**" shall mean **VIIT** and **HCL** individually and collectively as the context may require;
- 1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.
- 1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.
- 1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to



"Writing" includes printing, typing, lithography and other means of reproducing words in visible form.

## **2.0 The Course**

- 2.1. The course shall be conducted on DFMPPro and Geometric Stackup.
- 2.2. The course contents mutually agreed may be subject to change as and when necessary and mutually agreed.
- 2.1. The course shall include Software demo, Lab work material, technical information and career guidance from HCL.
- 2.3. With reference to above point the first three activities i.e. lectures, practical and technical assessment shall be under HCL. The career guidance from HCL shall be part of value added activities from HCL.
- 2.4. This Course will be free of cost for the students of engineering.

## **3.0 Responsibility Structure**

- 3.1 VIIT shall provide the infrastructure of systems, LCD projector etc.
- 3.2 HCL shall be responsible to provide online support for software demo/training to faculty, academic licenses, course materials and career guidance.
- 3.3 VIIT shall create awareness amongst its students for promotion of the course.

## **4.0 Certification**

- 4.1. Upon completion of the Course, HCL will conduct technical assessment for students. The students qualifying the technical assessment shall be certified with course completion certificate. Rights to conduct assessment is reserved by HCL.

## **5.0 Relationship**

This MOU relates solely to the intention of the parties, wherein VIIT and HCL jointly offer a course on "DFMPPro and Geometric Stackup" and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

## **6.0 Authority to Bind**

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

## **7.0 Confidential and Proprietary Information**

- 7.1 "Confidential Information" shall mean all information, including the Course material and academic licenses so given to VIIT, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by HCL, and disclosed by HCL to VIIT or its faculty which is related to HCL information such as course material, training data, guidance notes, procedures, methodology, etc.
- 7.2 VIIT shall hold in trust and confidence for HCL all confidential information provided by HCL, and VIIT shall not disclose to any person or use such information for any purpose other than defined in this MOU. VIIT shall not make any copies of the confidential information other than are required for the work involved and with prior and mutual consent from HCL and shall return/destroy all such information at the termination of the contract. By disclosing this information to VIIT, HCL does not grant any expressed, implied or other license or right to VIIT to propagate the information. HCL hereby grants to VIIT an academic, non-exclusive, non-transferable right and license solely for the purpose of providing practical training to the VIIT students.
- 7.3 VIIT shall not disclose HCL confidential information without first obtaining written consent from HCL.
- 7.4 VIIT shall disclose HCL confidential information only to VIIT employees having a legitimate reason to know the same and shall inform each employee receiving the confidential information of the confidential nature of the same and VIIT obligations hereunder.
- 7.5 VIIT shall secure documents, items of work in progress and work products that embody confidential information in locked files or areas providing restricted access to prevent its unauthorized disclosure. VIIT shall maintain adequate procedures to prevent loss of any confidential information or confidential documents provided to it by HCL. In the event of any loss, VIIT shall notify HCL immediately.

## **8.0 Termination**

1 (one) year from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

## **9.0 Assignment**

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.



#### **10.0 Consequential Damages**

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

#### **11.0 Severability**

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

#### **12.0 Arbitration**

12.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of VIIT and Partner, HCL or any other persons so nominated by the respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be Pune. The arbitration proceedings shall be conducted in English as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

#### **13.0 Governing Law**

The agreement shall be governed by Laws of India.

#### **14.0 Notices**

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice:

In the case of notices to

HCL Technologies Limited.,

806, Siddharth, 96, Nehru Place, New Delhi, Delhi, India

Phone: 02040283542

E-mail Id: Yogiraj.Dama@hcl.com and ccg@hcl.com

For attention of: Mr. Yogiraj Dama

College Address



**Vishwakarma Institute of Information Technology**

3/4, Kondhwa (Budruk), Pune, Maharashtra (India)

CAD Lab In-charge: Dr. Naren Kare

[director@viit.ac.in](mailto:director@viit.ac.in)

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

**15.0 Entire understanding**

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

**16.0 Waiver**

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

**17.0 Amendment**

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of all Parties to this Agreement.

In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this 01/04/2018.

**For HCL Technologies Limited**

Name:

Title:

Title:

*[Signature]*  
AKRANT DHAWAN  
Authorized Signator

26 APR 2018

Witness:

*[Signature]*

*[Signature]*

Witness:

College Full Name

**Vishwakarma Institute of Information Technology**

Name: *[Signature]*  
**Dr. Bilavari S. Karkare**

Principal

Witness: *[Signature]*  
**Dr. Atul P. Kulkarni**  
H.O.D. Mech.

Witness: *[Signature]*  
**Prof. Chittaranjan More**  
Staff Mech.





**BRAC's  
Vishwakarma Institute of Information Technology**

(An Autonomous Institute Affiliated to Savitribai Phule Pune University)

(Approved by AICTE, New Delhi)

NAAC Accredited With 'A' Grade, An ISO 9001:2008 Certified Institute

VI, P. 4, Waghpur B, P. 4, Station Road, Pune - 411 004

Tel: +91-20-26930000, 26930400 Fax: +91-20-26930450

Email: [pravin@vit.ac.in](mailto:pravin@vit.ac.in) Website: [www.vit.ac.in](http://www.vit.ac.in)



Hogeschool van Amsterdam

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

THE COMPUTER SCIENCE DEPARTMENT OF THE AMSTERDAM UNIVERSITY  
OF APPLIED SCIENCES

**AND**

BRAC's VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY, PUNE

**ARTICLE I**

The purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of the institutions as set forth in ARTICLE II.

**ARTICLE II**

The scope of collaboration on academic and research activities, and on administrative issues, in this Memorandum of Understanding includes the following possible categories:

1. Exchange of teaching staff
2. Research and teaching collaboration in the areas of mutual interest to both parties.
3. Exchange of academic materials which are made available by both parties.
4. Organisation of symposia, conferences, short courses and meetings on issues of mutual interest.
5. Exchange of students.



**DIRECTOR**  
Vishwakarma Institute of  
Information Technology  
Pune 411048.



**Amsterdam University  
of Applied Sciences**

HBO-ICT

Wibautstraat 2-4

1091 GM Amsterdam, The Netherlands

#### ARTICLE III

To implement the aims and purposes expressed in ARTICLES I and II, the following is mutually understood and agreed:

1. Development of a specific project taking place within this over-arching Memorandum of Understanding should take the form of a Supplementary Programme Agreement which will detail key responsible people, sources of funding, and specific collaborative activities.
2. The final approval of any project will be dependent upon the availability of guaranteed support funds.
3. Progress of work of any Supplementary Programme Agreement under the Memorandum will be reviewed and approved by designated responsible people of both parties.
4. Neither BRAC's Vishwakarma Institute of Information Technology, Pune nor Amsterdam University of Applied Sciences will be held responsible for any liability whatsoever; furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Memorandum of Understanding relates.

#### ARTICLE IV

##### Duration of the Memorandum of Understanding:

This Memorandum of Understanding will come into effect on the last date of signing and shall be effective for a period of 2 years. Thereafter it will be reviewed and can be amended or renewed as agreed by both parties. Amendments to the Memorandum of Understanding can take place at any time by an exchange of letters.

#### ARTICLE V

##### Finances:

1. Travel and accommodation of teaching staff will be at the expense of The Amsterdam University of Applied Sciences.

##### Signed

On behalf of  
Amsterdam University of Applied  
Sciences

President

On behalf of  
BRAC's Vishwakarma Institute of  
Information Technology, Pune

DIRECTOR  
(Dr. Rajan S. Kulkarni)  
Director  
Information Technology  
Pune 411048.

Date

Date 28/05/2018



Amsterdam University  
of Applied Sciences

HBO-ICT  
Wibautstraat 2-4  
1091 GM Amsterdam, The Netherlands





**MEMORANDUM OF UNDERSTANDING  
ON  
THE ACADEMIC EXCHANGE PROGRAM  
BETWEEN  
JOONGBU UNIVERSITY, SOUTH KOREA  
AND  
VISHWAKARMA INSTITUTES, PUNE, INDIA  
CONCERNING  
EDUCATION, RESEARCH AND CAPACITY BUILDING**

Joongbu University, South Korea(hereinafter "JBU") and Vishwakarma Institutes, Pune, India (hereafter "VI") agree to following terms of collaboration outlined below:

**ARTICLE 1**

**OBJECTIVES**

The objectives of the cooperation are to provide a framework to promote understanding and goodwill, to strengthen cultural ties, to promote research and development, and to broaden student experience and horizons.

**ARTICLE 2**

**COOPERATION ACTIVITIES**

The activities of the cooperation under this MOU are focused on, but not limited to, the following:

1. Both institutions are committed to support the exchange of faculty and students.
2. Both institutions are committed to the development of collaborative research projects.
3. Both institutions are committed to the organization of joint academic and scientific activities, such as courses, conferences, seminars, symposia, or lectures.
4. Both institutions are committed to carry out joint Research programs and journal Publication.
5. Cooperative projects under this agreement may include any of the academic disciplines represented at either of the institutions.
6. Visiting research fellows and students internship program
7. Co-operation in attracting VI students or Indian students recommended by VI to study at JBU and vice versa.

### **ARTICLE 3**

#### **PLAN OF OPERATION**

1. Detailed description of the scopes of activities will be defined in a plan of operation which constitute as an integral part of this MOU.
2. The plan of operation shall be drawn up and agreed upon in a separate written agreement to be negotiated by both parties and approved by the respective authority of JBU and VI.

### **ARTICLE 4**

#### **Studying Abroad Program at JU**

As the first in detailed run, both institutions shall agree as follows for efficient and successful operation of the degree program.

1. JBU provide information of admission to VI.
2. The degree program of studying at JBU is as follows.

##### **A. Undergraduate Course(Transfer) : 3+1, 3+2 program**

- VI students or Indian students recommended by VI should complete freshman to junior courses at VI or other college and complete senior or junior courses at JBU.

\* Students who have graduated from three-year colleges and wish to transfer to JBU in the same major shall be entitled to be admitted as fourth-year(3+1) students at JBU and if they have acquired a minimum of 105 credits at their previous three-year colleges.

\* Students who have graduated from three-year colleges and wish to transfer to JBU in a different major shall be entitled to be admitted as third-year(3+2) students at JBU and if they have acquired a minimum of 67 credits at their previous three-year colleges.

\*Academic credit will be accepted by VI institutions as transferable.

##### **B. Graduate Course program**

- VI students or Indian students recommended by VI should complete all courses at VI or other college and complete Master's or Doctoral at JBU.

3. All courses completed at JBU and satisfy the graduation requirements, degrees will be conferred by JBU .
4. VI students or Indian students recommended by VI shall be required to complete a Korean language training program for admission to degree course.
  - A. TOPIK scores for admission and TOPIK scores for graduation follow the information materials of JBU.

5. For Korean language programs conducted by VI, JBU shall provide professional Korean instructors upon request. In such case, the program shall have at least 20 students in total and satisfy the following requirements :
  - A. Provision of a dorm room and office to the Korean instructor free of charge.
  - B. Monthly payment to the Korean instructor.
  - C. Administrative cooperation with the Korean instructor.
6. VI shall select students who meet the entry requirements for participating in study abroad programs at JBU. Such candidates shall be interviewed by JBU at VI, India. JBU shall decide which candidates shall be accepted into its study abroad programs after conducting candidate interviews.
7. The annual tuition, dormitory fees, and other expenditures collected by JBU can be increased due to inflation or other inevitable external circumstances. If modification to these costs is imminent or expected, the relevant information shall be provided in writing to VI before those increases become effective.
8. VI students or Indian students recommended by VI will be paying for educational cost to JBU.
9. JBU may offer incentives to VI to attract Indian students to study at JBU.

#### **ARTICLE 5**

##### **NON-DISCRIMINATION**

Both institutions subscribe to the policy of equal opportunity and do not discriminate on the basis of race, sex, age, religion, or national origin for the purpose of this agreement. JU and VI shall abide by these principles in the administration of this agreement, and neither institution shall impose criteria for exchanges of scholars or students that would violate the principles of non-discrimination



ARTICLE 6

DURATION OF AGREEMENT

This agreement will become effective upon the date of signature by the representatives of the institutions. This agreement is valid for a period of five years from effective date and may be renewed before the expiration date by agreement between the parties.

June 18, 2018

JOONGBU UNIVERSITY



Prof. Seoung-Yong Hong, Ph.D.  
President

VISHWAKARMA INSTITUTES



Mr. Bharat R. Agarwal  
Managing Trustee



Contact person

Dr. Arun R. Patil

Principal- VCACS



**VISHWAKARMA  
UNIVERSITY**

*Maximising Human Potential*

**A MEMORANDUM OF UNDERSTANDING FOR  
THE ONTARIO INDIA STUDENT EXCHANGE PROGRAM BETWEEN  
ONTARIO UNIVERSITIES INTERNATIONAL  
AND  
VISHWAKARMA INSTITUTES, PUNE**

With a goal to facilitate reciprocal student exchanges, and other scholarly collaborations, Ontario Universities International ("OUI") and Vishwakarma Institute (VI) that comprises (Vishwakarma University, Vishwakarma Institute of Technology, Vishwakarma Institute of Information Technology) (hereafter designated as the 'parties') agree as follows:

1. Definitions: 'Home institution' shall mean the college or university where the student is enrolled in a degree or diploma program. 'Host institution' shall mean the college or university where the student is temporarily enrolled for one or two academic terms, while continuing to be registered at his/her Home institution in a degree program. Such a student is known as an 'Exchange Student' at the Host Institution.
2. Participation in the Ontario India Student Exchange Program (OIN) is subject to changes in the funding of OUI.
3. As part of the OIN Student Exchange Program, the parties agree that undergraduate and post-graduate students at VI will be able to study and conduct research at OIN partner universities in Ontario. Similarly, undergraduate and graduate students at partner Ontario universities will be able to study and conduct research at VI.
4. In keeping with the broader spirit of this agreement, the parties agree to explore research and other scholarly collaborations for academic cooperation as opportunities arise from time to time.
5. In recognition of the differential costs incurred by exchange students, a limited number of stipends are to be awarded by the Government of Ontario through the OIN program office to students from partner institutions in Ontario and India. VI may consider providing additional stipends to OIN exchange students.
6. Participating exchange students must be pursuing a degree at the Home institution. Students may be in any discipline and at any degree level that is of interest at both an OIN partner university in Ontario and a partner institution in India (subject to regulations by Home and Host institutions). High academic standing and sufficient English language skills are prerequisites for OIN exchange students.
7. The annual number of inbound and outbound OIN exchange students is expected to be approximately equal. However, the total annual number of OIN exchange students at any one institution is expected to vary from year to year, according to varying student interest and demand.





**VISHWAKARMA  
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8. Participating exchange students will remain registered at their Home institution and pay the fees required at the Home institution.
9. The Host institution reserves the right to admit OIN exchange students. All exchange students must meet the admission requirements of the Host institution.
10. An OIN exchange student will normally spend between 4 months to one academic year, in study or research, as a non-degree student at the Host institution.
11. The Host institution will: (i) assess the course work of the exchange student according to their normal practices; (ii) provide a complete record of the student's course work and grades at the end of the semester or the academic year, whichever applies. The Home institution will: (i) determine the recognition of credit in fulfilment of the Home institution's degree requirements.
12. Host institutions in Ontario will exempt OIN exchange students from tuition fees and Ontario students will be given the same consideration by VI. Host institutions in both regions may charge ancillary fees, or may exempt OIN exchange students from such fees.
13. Exchange students will be responsible for: (i) their own travel arrangements; (ii) expenses at the Host institution, including the cost of room and board; (iii) health care, health and accident insurance, and all other living expenses.
14. UHIP (University Health Insurance Plan) coverage is mandatory for all international students at Ontario universities except the University of Windsor, which has its own health insurance program.
15. OIN exchange students are responsible for obtaining the appropriate Visa, Study, Work, or Residence Permit that is required for study in Canada and India. The Host institution will provide the necessary documentation needed to obtain the appropriate travel documents.
16. Where possible, the Host institution will provide residence accommodation for exchange students who request the same. The full cost of room and board, is the responsibility of the student and is payable directly to the service provider.
17. The full range of services normally available to international students will be provided to OIN exchange students by the Host institution. These include, but are not limited to, academic advice, assistance with housing, and access to academic and recreational facilities.
18. Each partner institution in Ontario and India will name a principal liaison and coordinator for the OIN exchange program at their institution.
19. The OUI office in Toronto, Ontario, Canada will: (i) have oversight of liaison; (ii) conduct the student selection process; (iii) and provide orientation for inbound and outbound students.
20. Each exchange student will receive a Program Completion Certificate in recognition of their participation in the program from the Academic Director, OIN Program.







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21. This agreement will be effective as of July 1, 2018 and will remain valid and binding for a period of three years, renewable for a further period by mutual agreement. This agreement can be revoked by either party, with a prior notice of one year, to allow for orderly completion of the exchange term by participating exchange students.

On behalf of Ontario Universities  
International

DR. CHARLOTTE YATES  
PROVOST and VICE-PRESIDENT,  
ACADEMIC  
University of Guelph, and  
Director, Ontario Universities International

On behalf of Vishwakarma University

BHARAT AGARWAL  
PRESIDENT  
Vishwakarma University

Witness

PROF. (DR.) SIDDHARTH JABADE  
VICE - CHANCELLOR,  
Vishwakarma University,  
Pune, India

Date: Sept. 12/18

Date: Sept 14<sup>th</sup>, 2018



## Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on July 19th, 2018, by and between:

- a. Vishwakarma Institute of Information Technology (hereinafter referred to as VIIT) , located at Survey No 2, 3, 4, Laxminagar, Kondhwa (Bk), Pune 411048

And

- b. Friends Union for Energizing Lives (hereinafter referred to as FUEL) duly registered under the Indian Trusts Act 1882, and having its office at Office No. 62, Amrut Ganga Complex, Opp. Hume Pipes, Manikbaug, Sinhagad Road, Pune – 411051

This MoU is drawn up and agreed upon to establish the cooperation between VIIT and FUEL to bridge the divide that exists between industry and academia in the skill ecosystem and provide Skilling support to the youth in order to enhance their employability.

### Background and Purpose of Parties Involved

- a. **Vishwakarma Institute of Information Technology** is a natural offshoot of the Vishwakarma Group of Institutions' educational legacy spanning more than 35 years. The Institute has been established in the year 2002 recognized by AICTE affiliated to then Pune University. VIIT exerts the autonomy in 2017 in designing and implementing its own curriculum, conduct examinations and award degrees. The Institute focuses on academic excellence, positively impacting student community and the society at large. The learning model at Vishwakarma Institute of Information Technology is the combination of the knowing, practicing, performing and reflecting. The "learning by doing" approach practiced through industry participation provides an opportunity for practical and pragmatic learning to student. Through industry backed enriched curriculum and ecosystem of holistic development, the Institute aims to prepare learners for fulfilling career paths. At VIIT the focus is on education, innovation and skilling to impart values and prepare a competent student for the present and future who are relevant in terms life and livelihood.
- b. **Friends Union for Energizing Lives – FUEL**, a credible non-profit organization which provides Career Guidance and Skilling to the students throughout India. FUEL has received the highly prestigious Ashoka Fellowship which is awarded to leading social entrepreneurs for their exemplary solutions to social issues.  
FUEL aims to work for the Mission 2020 as envisioned by Dr. APJ Abdul Kalam for FUEL to reach career guidance support to over 1 crore students. FUEL believes that through the provision of essential life skills; Indian youth can achieve excellence in their professional life. It has a track record of several years, having already reached 1 million student across India, and is supported by India's leading corporate's and foundations.  
Recently FUEL had a great opportunity to interact with the **Hon'ble Prime Minister of India Shri. Narendra Modi** during the "Champion's of Change" event organized by the Niti Ayog from PMO's office in Delhi.

## Context of the MoU

VIIT's consistent efforts towards integrated development of Youth as agents of change and expertise of FUEL and its years of experience in the field brought the two parties together. Realizing the skill gap that exists and ensuring that India's huge demographic dividend should not become demographic burden, both the parties thought to come together for more meaningful and sustainable intervention in the lives of youth.

## Scope of Work

- a. To establish, a cooperative arrangement towards - strengthening the identified objectives.
- b. Review and co-create initial roadmap for students in the VIIT and Vishwakarma Group of Institutes for improvement in the employability potential through interventions such as Future Skill Development, Personality Development and Soft Skills initiatives.
- c. Establish a mechanism for formulation of strategy and review of progress in mutual consultation with each other with intent to bring efficiencies in the existing schemes through convergence of efforts.

## Roles and Responsibilities

### FUEL's Roles and Responsibilities

- a. To deliver Future Skill Development, Personality Development and Soft Skills programs with the support of Corporate Social Responsibility.
- b. Mapping of student on skill development, education and entrepreneurship, based on psychometric/skill test and counseling.
- c. To facilitate that during skill training student spend reasonable time at industry internships for the on-the-job-learning.
- d. To facilitate employment to the skilled student with the support of industry.

### VIIT's Roles and Responsibilities

- a. Facilitate co-creation and execution of agreed plan with FUEL.
- b. Facilitate functioning of the persons engaged by the FUEL in the project
- c. To share required policy inputs and data with FUEL.
- d. Assist FUEL in connecting with industry.



## Terms and Conditions

- a. This Memorandum shall commence from the date of its signing and shall continue for a period of three (3) years from the date thereof and be automatically renewed for successive periods of three (3) years, unless either Party notifies in writing to the other Party of its intention to terminate this MOU ninety days in advance.
- b. This Memorandum is not a legally binding contract and under no circumstances does this Memorandum subject either of the Parties to liability for breach, whether material or minor, of contract or any other liability under national or international law or any other applicable law.
- c. The Parties may nominate an identified individual to establish a "Joint Working Group" to manage and execute the cooperative activities mentioned in this MOU.
- d. Parties may use other party's logo/branding only after prior permission from each other.

## Contact Persons

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### Friends Union for Energizing Lives (FUEL)

Office No. 62, Amrut Ganga Complex, Opp.  
Hume Pipes, Manikbaug, Sinhagad Road,  
Pune – 411051

Tel.: (020) 2460 6451

Email: [ceo@studentsfuel.org](mailto:ceo@studentsfuel.org)

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### Vishwakarma Institute of Information Technology

Survey No 2, 3, 4 Laxminagar, Kondhwa (Bk),  
Pune – 411048

Tel.: (020) 6478 0095

Email: [director@viit.ac.in](mailto:director@viit.ac.in)

This MoU is prepared in two identical copies. Each Party holds one original copy duly signed by the competent authority.

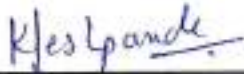
Signed

Date: 19 July 2018

For and on behalf of:

Friends Union for Energizing Lives (FUEL)

Ketan Deshpande



Founder Chairman and CEO

Vishwakarma Institute of Information  
Technology

Prof. (Dr.) Bilavari S. Karkare



Director

Witness:

Anuj A. Rajendra

Santosh Huvalekoppi

  
\_\_\_\_\_  
Chief Program Officer

Witness:

Prof. (Dr.) P. B. Kulkarni

  
\_\_\_\_\_  
Dean Administration

**MEMORANDUM OF UNDERSTANDING (MoU)  
BETWEEN**

**VISHWAKARMA INSTITUTE, PUNE,  
MAHARASHTRA, INDIA  
AND**

**CSIR-NATIONAL CHEMICAL LABORATORY (CSIR-NCL), PUNE,  
MAHARASHTRA, INDIA**

9 *hyam*

*Y. S. S. Srinivasan*



## MEMORANDUM OF UNDERSTANDING (MoU)

The Memorandum of Understanding (MoU) is made and entered on the Saturday, 9<sup>th</sup> March, 2019 ("Effective Date") and agreed upon to establish co-operation and collaboration in academic and research between

**Vishwakarma Institute** is having its registered office at 251, Shreemangal Building, Budhwar Peth, Pune, Maharashtra- 411 002, INDIA (hereinafter referred to as '**VISHWAKARMA INSTITUTE**' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and permitted assigns) of the one part.

and

**Council of Scientific and Industrial Research (CSIR)**, a society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi 110001 through its constituent laboratory CSIR-National Chemical Laboratory (NCL) located at Dr. Homi Bhabha Road, Pune-411008, India (hereinafter called '**CSIR-NCL**' which expression shall where the context so admits include its successors and permitted assigns) of the other part,

Both hereafter referred to as the "Parties" collectively or "Party" individually.

**VISHWAKARMA INSTITUTE**, a highly commendable private institute, occupies a place of pride amongst the premier technical institutes of the western region of India. Established in the year 1983, financed and run by the Bansilal Ramnath Agarwal Charitable Trust, Pune. Within three decades, the institute marched towards the pinnacle of glory through its remarkable achievements and laurels in the field of engineering education of high calibre. **VISHWAKARMA INSTITUTE** has a vision



to develop students of high calibre, who could take up challenges and become successful in the chosen career.

National Chemical Laboratory (CSIR-NCL), Pune, established in 1950, is a constituent laboratory of Council of Scientific and Industrial Research (CSIR). CSIR-NCL is a science and knowledge based research, development and consulting organization. It is internationally known for its excellence in scientific research in chemistry and chemical engineering as well as for its outstanding track record of industrial research involving partnerships with industry from concept to commercialization.

The two parties recognize human resource development and institutional capacity building as the basis of mutually beneficial co-operative programme.

#### **ARTICLE I- OBJECTIVES OF THE PROGRAMME**

The objectives of programme are-

- To provide opportunities for professional education for teaching staff members of **VISHWAKARMA INSTITUTE** and CSIR-NCL, promote the institutional linkage between **VISHWAKARMA INSTITUTE** and CSIR-NCL and to explore other avenues for possible purposeful collaboration.
- To build and maintain a balance portfolio of scientific activities as well as R&D programs to enable and to fulfil the demands of its stakeholders, present and future.
- To contribute to the creation of high quality research with competencies in the area of chemical, material, biological and engineering sciences.

for  
signature

Dr. G. S. N. P.

## ARTICLE II- SCOPE OF THE PROGRAMME

This programme plans to provide collaborative co-operation through

1. Collaborative research programme in field of interest, **VISHWAKARMA INSTITUTE** and CSIR-NCL will jointly identify the specific field of interest and conduct research of mutual interest and benefit.
2. Student Exchange Programme-exchange programme for **VISHWAKARMA INSTITUTE** and CSIR-NCL students will be explored and conducted accordingly for benefit of both the Parties.
3. Faculty Exchange Programme- exchange programme for **VISHWAKARMA INSTITUTE** and CSIR-NCL faculty will be explored with mutual benefits.
4. Any other form of co-operation that may be agreed between **VISHWAKARMA INSTITUTE** and CSIR-NCL.

## ARTICLE III- DURATION OF THE PROGRAMME

This MoU shall enter into effect upon the date of signature by the Parties. It shall remain in effect for a period of three (3) years from the Effective Date. If this MoU is to be terminated without causes, a three month prior notice should be sent by either of the parties as applicable. This MoU may be renewed by consent of both the Parties.

## ARTICLE IV- SPECIAL PROVISION

1. Both the Parties shall exchange the useful information and report the progress on each other educational, research based and such other activities.
2. Both the Parties shall do their utmost to ensure the smooth and efficient implementation of the programme.
3. Best efforts shall be taken by both to provide necessary information for mutual consultation whenever requested.
4. Each Party shall pay its own costs and expenses incurred in connection with this MOU.

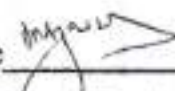




5. The Parties will not be financially liable to each other for the performance of the agreement and also shall hold each other unconditionally harmless from any possible claims brought by Third Parties against either Party in connection with the performance of this Agreement.
6. The provision of samples or specimens by either party in connection with this MOU will take place without any guarantees or assurances of specific properties. If assurances of any specific properties are required then these must be explicitly stated in a written statement. Neither party will bear any liability for products supplied in connection with the research work
7. Amendment to this MoU shall be made in written form and mutually agreed.
8. Day to day implementation of this agreement will be coordinated by **Dr. Arun R. Patil** or any other team member of **VISHWAKARMA INSTITUTE** and **Dr. Wadgaonkar** or any other team member of **CSIR-NCL**.
9. All disputes arising during implementation of this programme shall be settled through mutual negotiation.
10. Both the Parties will maintain fruitful communication in order to ensure effective implementation of the programme.

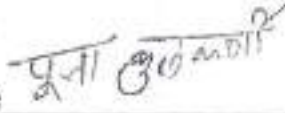
This MoU is prepared in two identical copies; each Party will hold the original copy duly signed by the Managing Trustee of **VISHWAKARMA INSTITUTE** and the Director of **CSIR-NCL**.

For and on behalf of  
**Vishwakarma Institute**

Signature   
Name : **Bharat R. Agarwal**  
Designation: **Managing Trustee**  
Seal \_\_\_\_\_



For and on behalf of  
**CSIR-National Chemical Laboratory**

Signature   
Name: पूजा कुलकर्णी / Pooja Kulkarni  
Designation: ए. एस. ए. ऑफिस / A. S. E. Office  
Seal \_\_\_\_\_



BRAC's  
**Vishwakarma Institute of Information Technology**  
(An Autonomous Institute Affiliated to Savitribai Phule Pune University)  
(Approved by AICTE, New Delhi)  
NAAC Accredited With 'A' Grade, An ISO 9001:2015 Certified Institute  
S.No. 3/4, Kondhwa Bk., Pune - 411048, MAHARASHTRA, INDIA  
Tel.: + 91 - 20 - 26950200, 26950400, Fax : + 91 - 20 - 26950450  
E-mail : director@viit.ac.in Website : www.viit.ac.in

Infosys | Campus Connect

**Renewal of Memorandum of Understanding (MOU)**

**Of Campus Connect Program**

Infosys and Vishwakarma Institute of Information Technology had entered into a Memorandum of Understanding (MOU) on 20-Mar-08 with respect to enriching the technical education process and to jointly work for enhancing the quality of education imparted to students, faculty and management of selected colleges of the University related to the field of Information Technology (IT). This MoU was subsequently renewed on 20-Mar-11, 19-Mar-13, 18-Mar-15 & 17-Mar-17. The term of MOU will be expiring on 16-Mar-19. The parties wish to extend this MOU for further period of Two (2) Years, and therefore agree the term of the MOU till 15-Mar-21.

The Campus Connect MoU has undergone some modifications. The modified version is given along with this. The terms and conditions of the partnership are detailed out in the MoU.

Date: 06/06/19

Place: Bangalore

Name: Sundar K S

Designation: Associate Vice President & Head

Campus connect Education Training & Assessment

Infosys Ltd.

Signature:

Infosys Limited

Electronic City, Hosur Road,

Bangalore - 560100

Associate Vice President  
Infosys Limited  
Head Campus Connect Education  
Training & Assessment  
44, Electronic City, Hosur Road  
Bangalore - 560 100, India

Date: 21<sup>st</sup> January 2019

Place: Pune

Name: Dr. B. S. Karkare

Designation: Director

Authorized Signatory:

Vishwakarma Institute of

Information Technology,

Pune-411048

Institute Seal







BRACT's  
**Vishwakarma Institute of Information Technology**  
(An Autonomous Institute Affiliated to Savitribai Phule Pune University)  
(Approved by AICTE, New Delhi)  
NAAC Accredited With 'A' Grade, An ISO 9001:2015 Certified Institute  
S.No. 3/4, Kondhwa Bk., Pune - 411048. MAHARASHTRA, INDIA  
Tel.: + 91 - 20 - 26950200, 26950400, Fax : + 91 - 20 - 26950450  
E-mail : director@viit.ac.in Website : www.viit.ac.in

Infosys® | Campus Connect

### Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and **Vishwakarma Institute of Information Technology** a university / engineering college committed to educational excellence having its office **Basilal Ramnath Agarwal Charitable Trust's, Vishwakarma Institute of Information Technology, S.No.2/3/4,Kondhwa(Bk), Pune-411048, Maharashtra-India.** (Hereafter referred to as "Partner").

#### RECITALS:

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.
- C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.



NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Infosys shall be responsible for providing the requisite course material, publicity material such as handouts, information brochures and posters and conducting faculty enablement programmes as agreed between the parties.
3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.
4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.
5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party
9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.

10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received: -
  - (i) If sent by registered mail, three (3) days after posting;
  - (ii) If by hand, on the day of delivery; and
  - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.
12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.
15. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for six (6) months thereafter.
16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.
17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.



19. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: 06/Feb/19

Place: Bangalore

Name: Sundar K S

Designation: Associate Vice President & Head-,  
Campus Connect Education, Training &  
Assessment Dept., Infosys Ltd.

Signature:



Authorized Signatory  
For Infosys

Seal:

Associate Vice President  
Infosys Limited  
Head Campus Connect Education  
Training & Assessment  
44, Electronic City, Hosur Road  
Bangalore - 560 100, India

Date: 21<sup>st</sup> January 2019

Place: Pune

Name: Dr. B.S.Karkare

Designation: Director

Institute: Vishwakarma Institute of  
Information Technology

Signature:



Authorized Signatory  
For Partner

Seal:





**ANNEXURE I**

**PURPOSE / SCOPE OF THE COLLABORATION:**

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills training to the students. The content of the training programs and the Faculty Enablement will be done by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

**There will not be any cash incentive for the faculty members involved in the training programs (Technical / Soft Skills) at the institution. However, value-added offerings will be there to motivate the faculty members.**

**Student / Education**

1. Create a project bank for final year students
2. Publish Infosys courseware On the Web and provide access
3. Conducting special lectures for students at campuses
4. Participate in Conferences at the national/international level in the college / Seminars/ Contests
5. Increase employability by providing technical and soft skills training
6. Encouraging the students to visit Infosys Campuses

**Faculty**

1. Sharing Industry oriented-courseware and Technology
2. Faculty Enablement Program
3. Sabbaticals at Infosys
4. Interaction with subject matter experts

**University / College**

1. Share best-in-class standards (a) College-college (b) Industry-college
2. Books / CDs / DVDs etc. for the library
3. Strengthen relationship with Universities / Colleges
4. Work with education bodies / universities to align the industry requirements into the college curriculum

ANNEXURE II

**MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This is an agreement ("Agreement" hereafter) between:

- **INFOSYS LIMITED**, with its registered office at Electronics City, Hosur Road, Bangalore 560 100 ("Infosys") including its successors; and **Vishwakarma Institute of Information Technology** operating out **Basilal Ramnath Agarwal Charitable Trust's, Vishwakarma Institute of Information Technology, S.No.2/3/4,Kondhwa(Bk), Pune-411048, Maharashtra-India.** ("Partner") including the Partner's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective 16/May/19.

The parties possess competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party", and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

**1. Confidential Information**

"Confidential Information" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
- under the circumstances of the disclosure, that are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.



Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient;
- becomes known to the public through no fault/action of the Recipient in violation of the terms herein;
- is legally known to the Recipient at the time of disclosure by the Disclosing Party;
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

## **2. Restrictions on Use**

- (a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- (b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- (c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- (d) The Recipient undertakes to impose the confidentiality obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.
- (e) The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

## **3. Action on Breach**

- (a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.



- (b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

#### **4. Ownership and Warranties**

- (a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall have no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- (b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

#### **5. Applicability of Provisions**

- (a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.
- (c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

#### **6. Jurisdiction**

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore.

#### **7. Tenure and Survival**

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

**Infosys Limited**

By: 

Name: Sundar K S

Title: Associate Vice President & Head-  
Campus connect Education Training & Assessment  
Infosys Ltd.

Date: 06/Feb/19

Seal:

Associate Vice President  
Infosys Limited  
Head Campus Connect Education  
Training & Assessment  
44, Electronic City, Hosur Road  
Bangalore - 560 100, India

**M/s Vishwakarma Institute of  
Information Technology**

Name: Dr. B. S. Karkare

Title: Director

Date: 21<sup>st</sup> January 2019

Sign: 

Seal:



**MEMORANDUM OF UNDERSTANDING**

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

by and between

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

AND

BRAC's Vishwakarma Institute of Information Technology, having its registered office at S.N.2/3/4, Kondhawa (Bk), Pune 411048 (hereinafter referred to as "**Second Party / VIIT**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Dr. B. S. Karkare the Authorized Signatory, Director of VIIT.

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

**WHEREAS,**

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



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



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

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

#### I. DEFINITIONS

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

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



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

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

## II. GENERAL TERMS

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





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





### III. SECOND PARTY'S REPRESENTATIONS AND WARRANTIES

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

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

### IV. COVENANTS

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

**(i) Promptly notify the First Party;**

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

**(ii) Deliver to the First Party:**

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

### V. TERM AND TERMINATION

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



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

#### VI. ASSIGNMENT

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

#### VII. GENERAL

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

**First Party: QUICK HEAL FOUNDATION**

Registered office: Quick Heal Technologies Pvt. Ltd.,

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

Kind Attn.: Mr. Ajay Shirke

Fax & E-mail: [ajay.shirke@quickhealfoundation.org](mailto:ajay.shirke@quickhealfoundation.org)

**Second Party:** BRAC's Vishwakarma Institute of Information Technology, Pune

Registered Address: S.N.2/3/4, Kondhawa (Bk), Pune- 411048

Kind Attn.: Dr. B. S. Karkare

Phone no. & E-mail: +91 9850604785 & [director@viit.ac.in](mailto:director@viit.ac.in)

**Single Point of contact (SPOC) Person:**

**Primary Single Point of contact (SPOC) Person:** Ms. Nivedita S. Bhirud

Phone no. & E-mail: +91 9730003138 & [nivedita.bhirud@viit.ac.in](mailto:nivedita.bhirud@viit.ac.in)

**Secondary Single Point of contact (SPOC) Person:** Ms. Vidya S. Gaikwad

Phone no. & E-mail: +91 9420488723 & [vidya.gaikwad@viit.ac.in](mailto:vidya.gaikwad@viit.ac.in)

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

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

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

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





7.6 Parties acknowledges and agrees that either Party shall be the sole and exclusive owner of all its own work product and all patents, inventions, copyrights, trademarks, trade secrets, computer software code, confidential information and other intellectual property or proprietary rights as may exist before the execution of this MoU.

#### 7.7 Dispute Resolution

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

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

<p>SIGNED SEALED AND DELIVERED For "QUICK HEAL FOUNDATION"</p>  <p>Name: Mr. Ajay Shirke Designation: Sr. Manager, CSR</p>	<p>SIGNED SEALED AND DELIVERED For "BRAC's Vishwakarma Institute of Information Technology"</p>  <p>Name: Dr. B. S. Karkare Designation: Director</p> 
<p>Witness</p>  <p>Name: Sugandha Dami Designation: Executive, CSR</p>	<p>Witness</p>  <p>Name: Dr. S. R. Sawhase Designation: professor &amp; Head comp. Engg.</p>



## SCHEDULE I ACTIVITIES CONDUCTED

### 1. Online course on "Cyber Security Awareness"

#### Objective:

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

### 2. Earn & Learn Scheme:

#### Objective:

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

### 3. Faculty Development Program

#### Objective:

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

### 4. Web Portal (Regular / Impact Partner)

#### Objective:

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

## SCHEDULE II

### ELIGIBILITY CRITERIA FOR STUDENTS / PARTICIPANTS IN THE PROJECT

#### a. ELIGIBLE STUDENTS/PARTICIPANTS:

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



b. Web Portal Impact Partners

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

### SCHEDULE III

#### PROJECT COST & DISBURSEMENT SCHEDULE

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

### SCHEDULE IV

#### PROJECT PROPOSAL

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

**1. Online course on "Cyber Security Awareness"**

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

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

**2. Earn & Learn Scheme:**

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



- f. Faculty in charge submits all reports to QHF
  - g. Quick Heal foundation transfers amount due to college account
  - h. Stipend is paid to volunteers
  - i. Signed vouchers to be submitted to QHF
  - j. QHF issues internship letter to volunteers
- Number of beneficiaries: Will be decided by mutual consent

### **3. Faculty Development Program**

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

### **4. Web Portal Impact Partner:**

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

## **SCHEDULE IV**

### **ACTIVITIES AGREED TO CONDUCT**

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

