

And

Vishwakarma Institute of Information Technology an institute formed under Bansilal Ramnath Agarwal Charitable Trust, an Autonomous Institute Affiliated to Savitribai Phule Pune University, Pune having its Office at Vishwakarma Group, 34 A/1 Suyog Centre, 7th Floor, Market Yard Road, Gultekdi, Pune-411037 (hereinafter referred to as "the Institute" which expression shall, unless it be repugnant to the context or otherwise, deemed to mean and include its successors in interest and permitted assigns) OF

THE SECOND PART

The parties agree as under:

1. Objectives of MOU

The objectives of this MOU are as under:

- (a) To facilitate a symbiotic relationship between Tech Mahindra and VIIT students/faculties, on projects identified for collaborative business, based on the terms and conditions as may be agreed upon for each of those identified projects.
- (b) To promote interaction between Tech Mahindra and VIIT in areas of upcoming technologies identified and consented by both the parties.
- (c) To provide a basis for joint collaborative work and create an environment to facilitate the same.
- (d) To become the most preferred and trusted partners in the area of knowledge enrichment.
- (e) To conceptualize research projects, to be executed in collaboration on need basis.
- (f) To share information and technology to develop the required skills. To this intent the parties shall strive to create a center of excellence to support their collaborative effort.

PROPOSED MODES OF COLLABORATION

Tech Mahindra and VIIT propose the following primary activities to collaborate:

- (a) Sponsored Projects: Identify and execute the time-bound and tangible projects at either of the organizations especially by involving graduate/postgraduate students from VIIT.
- (b) Recruitment: Active graduate and post-graduate level students from selective branches of VIIT would be enabled to come on board subject to clearing through the natural quality gates of Tech Mahindra recruitment process.
- (c) Publication, Product and Patent, White papers: Participation in national/international conferences/journals, Patent development Practice, Framework or Product development.
- (d) Workshops, Conclave, Seminars and Events: Tech Mahindra and VIIT associates to jointly arrange/participate in Workshops, Conclave, Seminars, Competitions and other Events at state, national and international level around the area of collaboration.
- (e) Digital Innovation: Creating, developing Center of Excellence.

2. Duration of MOU

The MOU shall be valid for the period of one year with effect from 21st March 2022, unless it is terminated earlier in terms of this MOU. The MOU may be renewed for such further period, as may be mutually agreed between the Parties.

3. Confidential Information

Either party shall hold in confidence all information obtained, received from the other or known to be of other's and shall not disclose the same to any third party without a prior written consent of the other, during the term of this MOU and for a period of one year from the date of termination of this MOU. "Confidential information" means all information, marked, designated as such by either Party in writing together with all other such information which relates to the business affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either Party or which may be reasonably regarded as the Confidential Information of the disclosing party.

4. **Termination**

Either Party may terminate this MOU by giving 30 days' notice in writing to the other party informing of its intention to do so.

5. **Representation**

The Institute represents and warrants that it will disseminate the information in respect of various online certification courses under the national programme of the Institute to employees of Tech Mahindra.

6. **Governing Law and Jurisdiction**

This MOU shall be governed by the Laws of India.

Any dispute arising out of this Agreement shall be settled amicably between the Parties. Any dispute, which could not be resolved amicably between the Parties, shall be subject to the exclusive jurisdiction of the Courts in Pune.

7. **Indemnification**

The Institute shall indemnify, defend and hold harmless, Tech Mahindra from and against, any and all liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and expenses of the legal counsel or other professionals, made against or suffered by Tech Mahindra that may arise due any participation of its student/s under this Agreement.

8. **Force Majeure Event**

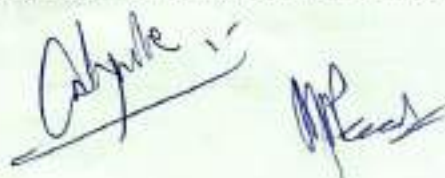
Neither party shall be held responsible for non-fulfillment of the respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, policy decision of government, war, flood, earthquakes, strike, lock-outs, epidemics, riots, civil commotion etc. In case of the force majeure conditions, TechM has right to terminate this MOU by giving the written notice to TNSIF.

9. **Publication**

The Institute hereby authorizes Tech Mahindra to use the name and/or logo of the Institute by Tech Mahindra in any press release, advertisement, brochure, and pamphlet or in any other manner.

10. **General**

- (a) This MOU shall not be assignable by the Institute, without the prior written consent of TechMahindra.
- (b) This MOU is non-exclusive and the Parties is free to enter into a similar arrangement with any other university and/or institute.
- (c) No modification, amendment, supplement to or waiver of this MOU hereto shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties.
- (d) The Parties are and shall remain independent parties and nothing herein shall be deemed to cause this MOU to create an agency, engagement, partnership, or joint venture between the Parties. Neither Party shall have any authority to bind the other to any matter or undertaking.
- (e) In case of any disputes or differences the parties may resolve the same through mediation.



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS
ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN.

For and on behalf of
Tech Mahindra Ltd.

By:

Name:

Designation: Milind Pendse
Assistant General Counsel

Date: 29-mar-22

Witness:

1. Rahul Metha
mejs

2.

For and on behalf of
Vishwakarma Institute of Information Technology, Pune

By:

Name: Dr. Vivek Deshpande

Designation: DIRECTOR
Vishwakarma Institute of
Information Technology
Pune 411048.

Date:

Witness:

1. Dr. Atul P. Kulkarni
Dean- Industry Institute Interaction Cell, VIIT
Pune.

2. Dr. Sachin R. Sakhare
HOD, Dept. of Computer Engineering, VIIT,
Pune.



Annexure I: IPR

Definitions


"Intellectual Property" (IPR) means all forms of intellectual property under the laws of any state or country including, but not limited to, patentable inventions, copyrightable works, mask works, trademarks, service marks and trade secrets, that is first conceived or reduced to practice in the performance of the project and disclosed in writing to a party.

"Sole Intellectual Property" means Intellectual Property invented, developed, created or discovered solely by employee/student/faculty or a single Party.

"Joint Intellectual Property" means Intellectual Property invented, developed, created or discovered jointly employees/students/faculties of the parties or by employees/students/faculties who are obligated to assign to the parties in performance of the project; provided that in the case of a patentable invention each such employee qualifies as an inventor pursuant to applicable patent law.

IPR covers copyright, Patent, Trademark, Industrial Design, Database rights, Trade secrets: This needs to be contractually covered separately.

There can be projects and assignments which are of specific business interest to Tech Mahindra. Such projects may have a separate IPR and confidentiality document and will be taken up on case to case basis.



MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Vishwakarma Institute of Information Technology (VIIT), Pune

&

Rubiscape Private Limited, Pune

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 25th day of – MARCH – Two Thousand and Twenty-Two (2022),

BETWEEN

Vishwakarma Institute of Information Technology VIIT, Survey No. 3/4, Kondhwa (Budruk) Pune – 411048, Maharashtra (India) the First Party represented herein by its Director Dr. Vivek Deshpande (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns).

AND

RUBISCAPE PRIVATE LIMITED, Level3 Meena Sai, 4, ITI Rd, Pushpak Park, Aundh, Pune, Maharashtra 411007, the Second Party, and represented herein by its CEO - Dr. Prashant Pansare, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:

Vishwakarma Institute of Information Technology VIIT, Vishwakarma Institute of Information Technology (VIIT) was established in 2002 by Bansilal Ramnath Agarwal Charitable Trust (BRAC), Pune, Maharashtra, to produce engineering graduates capable of accepting challenges in the new environment of technical advancements.

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **RUBISCAPE PRIVATE LIMITED**, the Second Party is engaged in Business, **Rubiscape** is a futuristic, versatile, low code, hyper-scalable and all-in-one Data Science platform.

Designed for easier and effective - Artificial Intelligence Rubiscape offers integrated toolsets for – Machine Learning, Video Analytics, Data Exploration & Visualizations, Location Intelligence, Fraud & Sentiment Detection, IoT and EDGE Analytics.

RubiVersity - an award-winning Ed-Tech product division of Rubiscape is connecting aspiring data-innovators for Future Skill Development, Innovation Incubation, Entrepreneurship Development and Start-up Acceleration.

- National Award-Winner Technology Product Innovation
 - Aegis Graham Bell Award Winner 2021, supported by Ministry of Electronics & IT, Govt of India
 - IEEE awarded Rubiscape with an "Outstanding Technology Start-up" Award 2021 at Indicon'21 at IIT, Guwahati.
 - Product Innovation Award at 7th International Conference on IPR by CII and World Intellectual Property Organization – WIPO.
 - NASSCOM Deep-Tech Club Featured Start-up 2021
 - GS Parkhe - Product Innovation Award by Maratha Chamber of Commerce Industry & Agriculture
 - World Innovation Congress Award 2021
 - EdTech Award by The Entrepreneur Magazine
- Recognized DIPP Start-up Program under Department of Industrial Policy & Promotion by Govt of India
- Assessed and empaneled as Software OEM by GeM – Govt of India for – 1) Artificial Intelligence, Big data & Analytics, 2) Atal Tinkering lab of NITI Aayog for Robotics, IOT.

& Sensors, 3) Education Tech (EdTech), 4) Digital E-Learning Software, 5) Software Intelligence System for Application Development

- Quality Certifications - ISO 9001:2015 and ISMS - ISO/IEC 27001:2013
- Fortune 500 companies as anchor customers
- MOUs with leading universities for future skilling, AI-DS COE, innovation incubation
- Fast evolving IP portfolio – 5 patents filed and awaited, 25+ registered trademarks obtained
- Strategic Partnerships with HP, Microsoft, Amazon, Intel.

- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

CLAUSE 1 CO-OPERATION

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

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Programs for the First Party as maybe deemed appropriate. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its 3-day workshops for the hands-on training of the dedicated faculty enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will assist the students in internships and placements.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Data Science and Artificial Intelligence**.
- 2.6 **Skill Development Programs:** Second Party to train the faculty and students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the

National Occupational Standards in concerned sector, if available.

- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is financial commitment on the part of the **Vishwakarma Institute of Information Technology VIIT**, the First Party to take up mentioned program mentioned in the MoU. If there is any additional financial consideration, it will be dealt separately (**As per Annexure 1**)

Benefits to the Students

- Access to State-of-the-art Data Science software courseware under the student subscription course
- Knowledge/skills improvement through industry lectures, practical's, projects and workshops
- Access to Rubiscape.io 's industry experts for support, advice, and direction at the COE
- Better internship opportunities

Benefits to the Faculty

- Faculty Development programs in new technology used by the industry within Product Development and Data Science, thereby ensuring that they are in tune with the current and future of the industry
- Rubiscape.io for Data Scientists Guides - for the Students and Faculty
- Domain specific (industry & technology) areas for teaching students effectively
- Industry lectures, workshops for knowledge dissipation
- Data Science, AI-ML Users conference in India, besides local seminars, and international webinars
- Exposure to faculty to high quality industry conferences viz. Bigdata, Analytics

Benefits to the Institute

- Improved Brand Equity in the eyes of the industry and students
- Launch Industry relevant, mathematics plus data science courses
- Hackathons
- FDPs for faculties from various colleges through VIIT.
- Train the trainer's approach
- Technological advanced system support for curriculum
- Institute the innovation culture, provide researchers & PHDs to leverage the infrastructure
- Identify and grow new profitable revenue streams by increasing business efficiencies thru digital & virtual classrooms and industry partnerships

Benefits to the Industry

- Improved & Industry ready professionals with expertise in Rubscape.io Data Science resulting in faster productivity post recruitment
- Algorithm and course content validation, Reusability of codes/algorithms and Launching industry relevant courses in mathematical Institute.
- Access to Institute's Trained Faculty/student for industry research projects related to Data Science, AI, ML, Bigdata Analytics
- Access to Institute's Data Science Professional Training Centre

CLAUSE 3 CO-OPERATION:

3.1 By the FIRST Party:

- Introduction of Value-added Level Joint Certification Course
- To nominate faculties and researchers for the FDP
- To communicate suitable date and time for the FDP with First Party
- Academia interface and partnering plans with other prominent institutions
- Faculty to operate the Value-added Level Joint Certification Course through Rubiversity LMS
- Student registration, fees collection and administration
- Infrastructure for set up
- Co- Marketing / Branding

3.2 By the Second Party:

- Online Training /Courseware - Competency development and training to improve skills
- To offer 3 Academia COE licenses as sponsorship to nominated faculties and researchers on an annual subscription basis
- Provide software trail access to all faculty and researchers.
- One – time FDP to be scheduled
- Projects/Consulting - Facilitate - Industry and Institute Interaction
- Co-Marketing/Branding

CLAUSE 4 INTELLECTUAL PROPERTY

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

CLAUSE 5 VALIDITY

- 5.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Vishwakarma Institute of Information Technology VIIT, the Second

Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Rubiscape Private Limited**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

- 5.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties must discharge their obligations.

CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES

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

First Party

Second Party

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

AGREED:

For VIIT Institute



Dr. Vivek Deshpande
Director

for Rubiscape Private Limited



Dr. Prashant Pansare
CEO

VIIT Institute	RUBISCAPE PVT LTD
Address : Survey No. 3/4, Kondhwa (Budruk) Pune – 411048	Address: Leel 3 Meenasai, 4 Pushpak Park, Aundh ITI Road, Pune
Contact Details	Contact Details: 9822000614
E-mails	E-mails: prashant@rubiscape.com
Web	Web: www.rubiscape.io

Witness1:

Witness2:

Mr. Kedar Sabne
Director

Witness3:

Witness4:

ANNEXURE 1

Academy Model – (In batch of 30+ min) – Student subscription			
No	Description	Fee/Student	Rubiscape discounted offer

1	3M Data Science Foundation* + Visual Analytics (Value Added Course FY 2022-23 on subscription basis) <i>* (FUTURE PLANT APPROVAL PENDING)</i>	Rs.35,000/-	15,000/- each
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Total Cost of Ownership for 30 Students (As FIRST trial batch)

4,50,000/-

*NOTE: First Trial Batch of 30 students – Rs.15,000/- each

*NOTE: Every year students' batch fees for all departments – TBD

Value Points

- Annual Subscription Rubisight Designer (Meta Designer + RubiFlow Light)
- Rubiversity Knowledge Cloud (3 months) + 1 Certifications
- Capstone Project
- Sample: Data Sets, Models, Connector
- All courses offer well designed structures, self-paced learning & project assignments
- Pre-designed online guides, video lectures, virtual classrooms, assessments for all

Center of Excellence COE – For Institute and Faculty only

		List Price	Price
1	RubiScape® Academia - 3 Licenses COE Pack		
2	Rubiscape® platform covers following toolsets RubiStudio®, RubiML®, RubiFlow®, RubiCast®, RubiText®, RubiSight®, RubiDesign®	2,50,000/-	Sponsorship by Rubiscape
3	Faculty Development Program (As per program)	50,000/-day	
4	Infrastructure		On Prime

Value Points:

- To build a high throughput compute infrastructure for AI-DS, Bigdata, Analytics, Computer Vision
- Access Rubiscape integrated AI-DS toolkits (including R & Python), datasets & industry problem statements
- To develop framework for future skills & capability creation on futuristic technologies
- Use technology for Research Projects, for Rapid Prototyping, Internal Usage
- Create an AI-DS Experience Center to showcase innovative projects, use for hackathons

Commercial Terms & Conditions

- Prices: All prices are subscription and time bound / annual based
- Payment Terms: 100% Advance 7 days before commencement of the batch
For COE – Not applicable
- Taxes: the above-mentioned amount shall be subject to GST and shall be net of TDS
- Delivery Period: As per program
- Subject to change in course fee structure yearly
- Purchase Order should be on Rubiscape* Pvt. Ltd. or its authorized partner
- Rubiscape Licenses are on an annual subscription basis with a minimum lock-in period of 1 year
- Software Assurance: Updates and Upgrades and technical support (email/phone) for one year
- On confirmation the proposal shall be converted into a definitive End User License Agreement (EULA)
- The prices do not cover the HW server, hosting, database, and any other cost not mentioned here.
- Any additional Consulting and Professional Services, to be quoted separately.

MEMORANDUM OF UNDERSTANDING
EPAM Center of Excellence - 2022

This Memorandum of Understanding (the 'MOU') is entered into by and between Vishwakarma Institute Of Information Technology, herein after referred as "Academic Institute" and EPAM Systems India Private Limited, Salarpuria Sattva Knowledge City 10th, 11th, 12th Floors, Unit 2&3, plot No. 2, phase 1, Survey No. 83/1, Raidurg Village, Serilingampally Mandal, Ranga Reddy District, Hyderabad, referred as "EPAM", for the purpose of setting forth their understanding as to the terms under which they would contemplate pursuing a mutual relationship for jointly carrying out the specific business activities described herein. Academic Institute and EPAM Systems may be jointly referred to herein as the "Parties and each of them, a "Party".

This MOU sets forth a summary of the essential terms of the contemplated business relationship but is not exhaustive of all the terms the Parties will require in the final binding agreements between them. It is the Parties' intent that this MOU provides an outline for the preparation of the definitive documentation between the Parties as to the subject matter hereof (the "Definitive Documents").

The parties involved in covenant are to be obliged in consideration of the foregoing recitals.

1. Objective:

Its mutually agreed to have a COE program to meet the following objectives.

- To meet the increase in demand for Quality IT Engineers every year
- To bridge the gap between Industry and Academics
- To quickly bring the curriculum and students on par with the latest Industrial standards
- EPAM may hire such students through an assessment, once reached to that Industrial standard

2. Duration of MOU:

This MOU shall be operational upon signing and will have an initial duration of one year. Upon a mutual consent, this MOU shall be renewed at the end of each year OR terminated by sending it in writing after completion of one year. However, once signed this MOU can't be terminated within ONE year from the date of signature or extension

3. EPAM Offering:

Once a MOU is signed with an Academic institute, EPAM sets up a Center of Excellence in 5 different Practice areas including – Java, Front-end, Automation Testing using Java/Selenium, Net and Cloud & DevOps. Depending on the several factors, these practices may change year to year. But will be confirmed by the time of signing or extending the MOU. As a part of establishing the COE, EPAM does the following:

- For each of the nominated Practices, provides free training to ONE or TWO faculty members of the Academic Institute for a Period of Three Months. Number of Practices that EPAM trains will depend on the Practice nominations made by the Academic Institute at the time of signing or extending the MOU.
- Training is provided 8 hours a day (except during the weekends and public holidays) at the EPAM Headquarters in Hyderabad
- Provides the needed infrastructure including Laptop, access to the required software / tools during the training period at Hyderabad office.
- Lunch will be provided for the faculty, who are getting trained at EPAM, Hyderabad for free of cost during the training period
- Free Mentor support to the faculty members during the training period

- Allows the Academic Institutes to nominate not more than 100 students to get registered with EPAM for subsequent trainings and mentor support
- Through an assessment test, employment offers are made to a set of selected students from the list of registered students.
- EPAM will provide the certification on successful completion of Training program as mentioned in this MOU.

4. Expectations from the Academic Institute:

Once MOU is signed, the following are expected from the college, failing which may lead to the termination of the agreement.

- Nominates ONE or TWO faculty members from each of the Practices, for which nomination is being made
- During entire period of the training, allows nominated faculty members to be with EPAM for full time, without any additional responsibilities from the college side
- Takes care of Accommodation, Transportation, and any other logistics for the nominated faculty members during the entire training period at EPAM, Hyderabad
- During the training program schedule, any emergencies or Medical Insurance or any other incidental expenses will be taken care by the respective college or university
- Registers not more than 100 students with EPAM, who later gets trained remotely by EPAM.
- Post completion of training – trained faculty members will train the registered students with EPAM as required
- Academic Institute should ensure that, faculty does not leave the institute for at least 6 months post the training the program at EPAM.
- Allow students from their college, who are pre-selected by EPAM to be part of the subsequent trainings (given by EPAM and trained faculty members. These students are in addition to the registered by the Institute.
- Once selected by EPAM, doesn't allow the students to be part of other campus interviews (unless it is a "Dream Package" offered by the other companies)

5. Eligibility for the Faculty Nomination:

EPAM expects to have the following qualifications for the faculty, who are nominated by the Academic Institute for the trainings of each Practice at EPAM, Hyderabad.

- If the nominated faculty holds a bachelor's degree, should have at least 3 years of teaching experience
- If the nominated faculty holds a master's degree, should have at least 2 years of teaching experience
- Should be able to code comfortably using one of the Programming Languages from Java, Python and .Net. Please note that the faculty that can code only using C or C++, are NOT eligible to get nominated
- Should be enthusiastic to learn with active participation during the trainings provided at EPAM, Hyderabad location

6. Successful Training Completion Criteria for the nominated Faculty:

The following criteria determines "Successful Completion" of the training given to the nominated faculty members in different Practices.

- 90% of Attendance

- On-time completion of assignments with 80% or above marks including in final assessment. Evaluation reports will be sent every fortnight with respective management of colleges/universities
- Active participation in the training program with learning enthusiasm

7. Eligibility for the Student Registration:

EPAM expects to have the following qualifications for the students, who are registered by the Academic Institute for the trainings provided by EPAM remotely and in-person trainings given by their trained faculty.

- Students studying in the Final year of graduation are eligible for the registration
- For the Practices other than Automation Testing (using Java / Selenium), students should hold any bachelor's or master's degree related to the Computer Science. They should have Minimum 60% marks throughout (SSC to current stage) in aggregate as on the date of registration.
- For Automation Testing Practice, the registered students may hold any degree but having an aggregate of 60% by the time of registration is required
- EPAM may change the eligibility criteria at any given point of time with prior intimation, based on business demand if any.

8. Criteria for Offering the Internship to the students from the Academic Institutes:

For all the registered students from Academic Institutions (who qualifies for registration as per eligibility criteria mentioned in this MOU), EPAM adapts two-fold selection process as mentioned below:

- A coding round challenge test is conducted, where the assessment is done on basic Java. A conditional offer is issued for the Internship to the shortlisted candidates
- These shortlisted candidates will undergo remote EPAM trainings for about 3 months. Post the trainings, they will undergo another series of Tech Round (in the Practice area where they took trainings) and HR Round interviews to get qualified for Internship
- Students, who didn't get shortlisted in the initial round of coding challenge, still will have another chance by undergoing remote trainings given by EPAM and in presence training given by their trained faculty members for about 3 months (these are the same trainings that is given to the shortlisted students in the initial coding round)
- Post these trainings, another series of Tech Round (in the Practice area where they took trainings) and HR Round interviews to get qualified for Internship.
- Students who get shortlisted in the initial round of coding challenge are preferred to get the offers first. Whereas the students, who get qualified after completion of trainings will be offered in the subsequent batches.

9. Internship/Employment opportunity:

Following salaries will be offered to the qualified candidates at the different stages during their tenure at EPAM as an Intern

- Interns are allowed to take leave only for external semester exams, not for any internal exams or project reviews during weekdays.

- Internship is offered as soon as the selected students joins EPAM, post completion of their trainings at their Academic Institute. They will be offered with Rs.15,000/- salary per month from the date they join EPAM
- This internship amount continues till they graduate from the college. As soon as they get graduated, they will undergo an assessment for next level (L2). Upon successful qualification from this assessment, salary offered will be Rs.12,00,000/- per annum
- If the candidate fails the next level assessment with minimal gaps they continue to stay at the existing level (L1), and salary offered will be Rs.8,00,000/- per annum
- Students who do not meet the expectations of L1/L2 will be asked to leave the organization

10. Intellectual Property:

All intellectual property rights, title and interest in the materials, information, assets, or systems developed during the training of the nominated faculty members at EPAM shall remain solely vested with the EPAM. All intellectual property, including copyrights, patents, patent application, trademarks and other intellectual property shall remain the property of the originating party or its licensors. Each party shall retain all rights, title and interest in its intellectual property and neither party grants the other party any rights to use its intellectual property unless and until otherwise provided in a written agreement signed by the Parties. Each party may, at any time and in its sole discretion, revoke any rights granted to the other Party to use its intellectual property (including any logos and/or trademarks).

11. Confidentiality & Security:

Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties. The parties agree that the NDA appended to this MOU shall apply.

12. Force Majeure:

Neither parties shall be liable for failure to perform their respective obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), acts of any Governmental Authority after the date of this Agreement, strikes and other labor difficulties and other events or circumstances beyond reasonable control.

13. Implementation of MOU:

- Except as otherwise agreed in writing by the parties, each party shall pay and assume entire responsibility for their respective costs and expenditures whatsoever incurred in connection with their activities under this MOU.
- Except for claims for personal injury or death or any other claims that cannot be limited by applicable law, a Party's (or their affiliates) aggregate liability for all claims arising under this MOU or in relation to the Services shall be limited to 800,000 INR. Subject to the foregoing, neither Party shall not be liable to the other party or its affiliates (whether in contract, tort including negligence or otherwise) for any loss or profit, loss of revenue, loss of data, loss of

goodwill or for any special, indirect or consequential loss or damage suffered by any other party.

- (c) The Parties have no intention to form any partnership, agency or authorized representative relationship among them and no such relationships are to be formed by virtue of this MOU. None of the Parties shall enter any contract or commitment on behalf of the other Party(ies).
- (d) Each Party shall be responsible for its own acts and omissions in connection with this MOU and its implementation.

14. Legal Effect:

Except for the provisions of clauses 10,11 and 13, this MOU is not legally binding but serves only as an expression of the basic principles for the planning and implementation of relationship between the parties and does not itself otherwise constitute a legal agreement and shall not otherwise create any legal obligations, rights or liabilities for either party, including the obligation to continue negotiating in good faith. This MOU sets out the entire agreement of the parties and no further obligations, rights or liabilities shall be binding on either party unless expressed in a formal written agreement signed by both parties. Additions to this MOU shall only be valid if made in writing.


15. Addendum:


Please refer to the addendum for the exact dates of Training and tentative dates of assessment tests conducted for the students


Now, Therefore, in consideration of the aforesaid recitals, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound legally and signed in this agreement on the day date, month and the year mentioned hereto before.

For Vishwakarma Institute Of Information Technology

For EPAM Systems India Pvt. Ltd.


Name: Dr. Vivek Deshpande
Designation: Director
Date: 12/05/2022

Witness: 
Name: Dr. A.P. Kulkarni
12/05/2022


Name: Srinivas Mummareddy
Designation: EPAM India GDO Head
Date:



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 Bansilal 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. Intentionally Omitted
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. Except as otherwise expressly agreed to by Partner in writing, during the period of their involvement with the provision of the MOU and a further period of one (1) year thereafter, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys's current or previous employees.
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. Indemnity:
Partner agrees to defend, indemnify, and hold harmless Infosys, its affiliates, directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with any alleged or actual:
 - a. any negligence, willful misconduct, fraud, misrepresentation, and or violation by Partner of any governmental laws, rules, ordinances, or regulations;
 - b. breach of confidentiality and/or data privacy obligations under this MOU, by Partner;
19. Except for claims arising due to any gross negligence, willful misconduct, fraud, misrepresentation by Infosys, Infosys shall not be liable to the Partner for any direct damages, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) arising out of or in connection with this MOU.
20. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.
21. 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.

22. 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.
23. This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India and courts in Bangalore, excluding any laws that direct the application of another jurisdiction's laws.

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

Date: 24-mar-2022

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: 16th Dec 2021

Place: Pune

Name: Dr. Vivek S. Deshpande

Designation: Director

Institute: Vishwakarma Institute of
Information Technology

Signature:



DIRECTOR
Vishwakarma Institute of
Information Technology
Pune 411048.

Seal:



ANNEXURE I**PURPOSE / SCOPE OF THE COLLABORATION:**

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

Student / Education

1. Publish Infosys courseware on the digital platform and provide access
2. Offer Infosys certifications
3. Technical seminar/webinar for students on niche technology areas
4. Provide SME to deliver sessions in conferences at the national/ international level in the college / Seminars/ Contests based on availability
5. Increase employability by providing technical and soft skills training
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Make available Online content Digital basics on niche technology areas and soft/professional skills
 - c. Student webinars/workshops/events aimed at preparation to Infosys certifications subject to demand and availability of Infosys SME
6. Visit to Infosys Development Centres based on availability and guidelines prescribed by the respective development centers of Infosys.

Faculty

1. Sharing of Industry oriented-courseware
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Make available Online content Digital basics on niche technology areas and soft skills
2. Faculty Enablement Programs
 - a. Foundation program course(Covering Programming and Database fundamentals)
 - b. Elective subjects/trending IT areas
3. Provide SME sessions for selected niche technology areas subject to demand and availability of SME from Infosys

University / College

1. Infosys electives/microcredit courses for educational institutions will be provided by Infosys wherever applicable. The list will be updated as per latest technology trends and needs of colleges.
Note: Colleges can choose from among the provided elective/microcredit course areas
2. Strengthen relationship with Universities / Colleges through collaborative meetings and events

3. Work with education bodies / universities to induct the industry relevant curriculum into the college curriculum through BOS or academic council meeting.

Metrics for MoU Renewal:

Note : Weightages are attached to each of the activities.

Sl No	Item	Minimum Number / Volume (in two years)	Weightage
1	Infosys certification / completion of courses on Infosys digital platform	Active learning with considerable learning time by students and faculty members on the Infosys digital platform	30
2	Infosys suggested Industry Elective / microcredit / professional skills programs	Students and faculty to adopt the mentioned courses/certifications and clear them	30
3	Faculty Enablement Program (FEP) / Industry Visits / Seminars / Webinars / Student Workshops / SPOC meetings	Active participation in events conducted by Infosys	20
4	Consumption of Digital content on Infosys digital platform	Active consumption of content by learners of educational institutions	20
			100

MOU Renewal Criteria:

The actual weightage for a college would be decided by Infosys team based on the participation of the colleges in the given activities. Institutes should achieve a minimum of 65% to qualify for renewal of the RMOU.

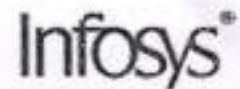
ANNEXURE II

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure Agreement ("Agreement") is formed between **Vishwakarma Institute of Information Technology** ("Recipient/Vendor") and Infosys Limited ("Discloser") to share Confidential Information for the purpose of assessing **information and documents shared by Infosys for enhancing quality of the educational experience of students** ("Purpose")

AGREEMENT

1. Infosys shall be a Discloser of Confidential Information under this Agreement.
2. Confidential Information means information of Infosys that is not generally known to the public, identified with either a restrictive legend, or where the circumstances surrounding disclosure indicate the information is confidential. Confidential Information includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information and other business affairs of Discloser relating to the Business. Oral, visual or written communication made to each other shall be considered to be Confidential.
3. The Recipient may disclose Confidential Information only to (1) its employees, agents, subcontractors; (2) entities controlled by, under common control or controlling it; (3) those having a need to know the Confidential Information for the Purpose or otherwise for the benefit of the Discloser and (4) those who have an obligation not to further disclose the Confidential Information.
4. The term of this Agreement shall be co-terminus with MOU. The obligations stated in this Agreement shall survive for perpetuity post termination or expiration of this Agreement. Upon the request of the Discloser all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Discloser or destroyed by the Recipient, and the Recipient will certify that the provisions of this paragraph have been complied with.
5. The Recipient will use at least the same care, but no less than reasonable care, to avoid disclosure of the Discloser's Confidential Information as it uses with its own Confidential Information and will use the Discloser's Information only for the purpose for which it was disclosed.



6. This Agreement will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) is known by the Recipient without any confidentiality obligation, (iii) is rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; is (iv) is independently developed by the Recipient or (vi) is authorized by the Discloser for release.

7. If a governmental entity or legal authority requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order. The Recipient will also use reasonable efforts to obtain confidential treatment for any such Confidential Information.

8. No rights are granted to use the Confidential Information except for the express limited rights stated in this Agreement. The Confidential Information remains the exclusive property of the Discloser.

9. This Agreement shall be governed by the laws of India, and both parties further consent to jurisdiction by the courts in Bangalore, India.

10. Discloser may terminate this Agreement by providing thirty (30) days written notice to the Recipient. Any terms of this Agreement, which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

11. The parties will comply with all applicable export and import laws and regulations to the extent they apply to the Confidential Information.

12. The receipt of Confidential Information under this Agreement will not limit the Recipient from providing or developing products or services which may be competitive with products or services of the Discloser or assigning responsibilities to its employees, agents or subcontractors.

This Agreement is the entire agreement regarding the use and disclosure of Confidential Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below, each party agrees to the terms of this Agreement. This Agreement may only be altered or modified by written instrument duly executed by both parties. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy facsimile or digital image) is considered an original.

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties. This Agreement will be effective as of the Effective Date listed below.

Infosys®

EFFECTIVE DATE: 14 Dec 2021

Vendor: Vishwakarma Institute of Information Technology

Signature _____

Name: - Dr. Vivek S. Deshpande

Title: Director

Date: _____

Infosys Limited

Signature _____

Name _____

Title: Associate Vice President
Infosys Limited

Date: Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100, India

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





Industry Academia Partnership Program



Memorandum of Understanding

Between

B.R.A.C. T's Vishwakarma Institute of Information Technology

&

T and T Infra Limited, Pune

For Vishwakarma Institute of Information
Technology, Pune


Authorized Signatory

T and T Infra Limited, Pune



Authorized Signatory

Day and Date of signing: Friday, 24th June 2022

Venue: Pune



MEMORANDUM OF UNDERSTANDING

BETWEEN

B.R.A.C. T's Vishwakarma Institute of Information Technology &
T and T Infra Limited, Pune

Day and Date of signing: Friday, 24th June 2022

Venue: Pune

A handwritten signature in blue ink, likely belonging to a representative of B.R.A.C. T's Vishwakarma Institute.

A circular stamp with the text 'T and T Infra Limited' around the top and 'Pune' in the center, with a small star on the right. To the right of the stamp is a handwritten signature in blue ink.

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this Friday, 24/06/2022.

BETWEEN

B.R.A.C. T's Vishwakarma Institute of Information Technology, Pune 411048, the First Party (hereinafter referred as 'VIIT', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

T and T Infra Limited, A1 Vishnu Vihar, Bibwewadi Kondhwa Road Market yard Pune, 411037 the Second Party, (hereinafter referred to as **T and T Infra Limited, Pune**), company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - **Vishwakarma Institute of Information Technology (VIIT)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within



area of Skill Based Training, Education and Research.

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) - **T and T Infra Limited** -, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - **Infra Structure for Construction of Roads & Flyovers** - - and related fields
- F) - **T and T Infra Limited**, the Second Party is promoted by **Mr. Shrimant Tandulkar Chairman and Mr. Shivram Thorave MD/CEO** Group; A1 Vishnu Vihar, Bibwewadi Kondhwa Road Market yard Pune, 411037;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Vishwakarma Institute of Information Technology** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.



- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. Hence Second Party to be part of 'Industry Advisory Board' of the institution.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.



- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs. This will be subject to availability of positions.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **T and T Infra Limited, Infra Structure for Construction of Roads & Flyovers.**
- 2.6 **Skill Development Programs:** Second Party will provide inputs to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements. (As per the convenience of our staff)
- 2.8 **Faculty Development Programs:** Second Party will provide inputs to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available. (As per the convenience of our staff)
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Vishwakarma Institute of Information Technology, Pune** the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



CLAUSE 3 INTELLECTUAL PROPERTY

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


CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Vishwakarma Institute of Information Technology**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **T and T Infra Limited**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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




Vishwakarma Institute of
Information Technology, Pune

T and T Infra Limited, Pune



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

AGREED:

For Vishwakarma Institute
of Information Technology



Authorized Signatory


For T and T Infra Limited



Authorized Signatory

Vishwakarma Institute of Information Technology	T and T Infra Limited
VIIT, Survey No. 3/4, kondhwa (Bk), Pune 411048	A1 Vishnu Vihar, Bibwewadi Kondhwa Road Pune 37.
9822903263/ 020 - 26950200	7038013664/ 020-24265080
hodcivil@viit.ac.in	hr@tandtinfra.com
www.viit.ac.in	www.tandtinfra.com


Witness



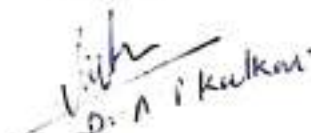
Witness:



Witness:



Witness:



Witness:



Witness:



MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Vishwakarma Institute of Information
Technology

&

Integrated Active Monitoring Pvt. Ltd., Pune

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 20th day of – May – Two Thousand twenty two **(20/05/2022)**

BETWEEN

Vishwakarma Institute of Information Technology, Survey No. 3/4, Kondhwa, (Budruk), Pune - 411048, represented herein by its **Name of Competent Authority / Representative** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Integrated Active Monitoring Pvt. Ltd., 1st Floor, Block No. 27, Electronic Co-op Estate, Satara Road, Swargate, Pune 411009, and represented herein by its proprietor, Mr. Pankaj Zanwar, (hereinafter referred to as "**Second Party**").

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

WHEREAS:

A) First Party is a Higher Educational Institution named:

Vishwakarma Institute of Information Technology

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

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

CLAUSE 1 CO-OPERATION

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

Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

- 2.5 **Research and Development:** Both Parties have agreed to jointly explore the possibility of collaboration in case any mutually beneficial research project is identified by either party. In case the parties decide to jointly work on a research project, the terms and conditions such a collaboration shall be decided in separate agreements between the parties on case to case basis.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.1 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.2 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.3 This MOU does not imply any financial commitment on the part of any of the parties. If there is any financial commitment identified for any of the activities covered under MOU then both parties shall mutually discuss and agree the terms of sharing such financial commitment in a separate agreement before undertaking such activity.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel

or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This MOU will be valid for a period of One year. Both parties can further extend the period of MOU after discussions and mutual agreement by Signing an amendment any time before the expiry of the validity period.
- 4.2 Either of the Parties may terminate this MOU by 30 calendar days' notice in writing to the other party. Both parties agree that in the event of termination, they will discharge their obligations in relation to any pending activity that is ongoing at the time of giving notice

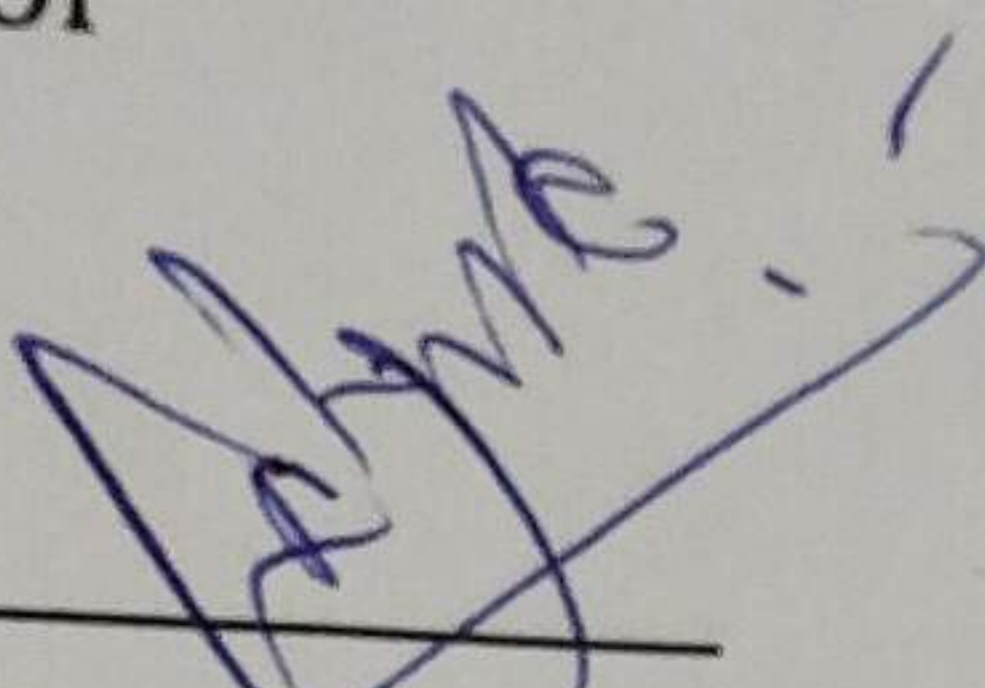
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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

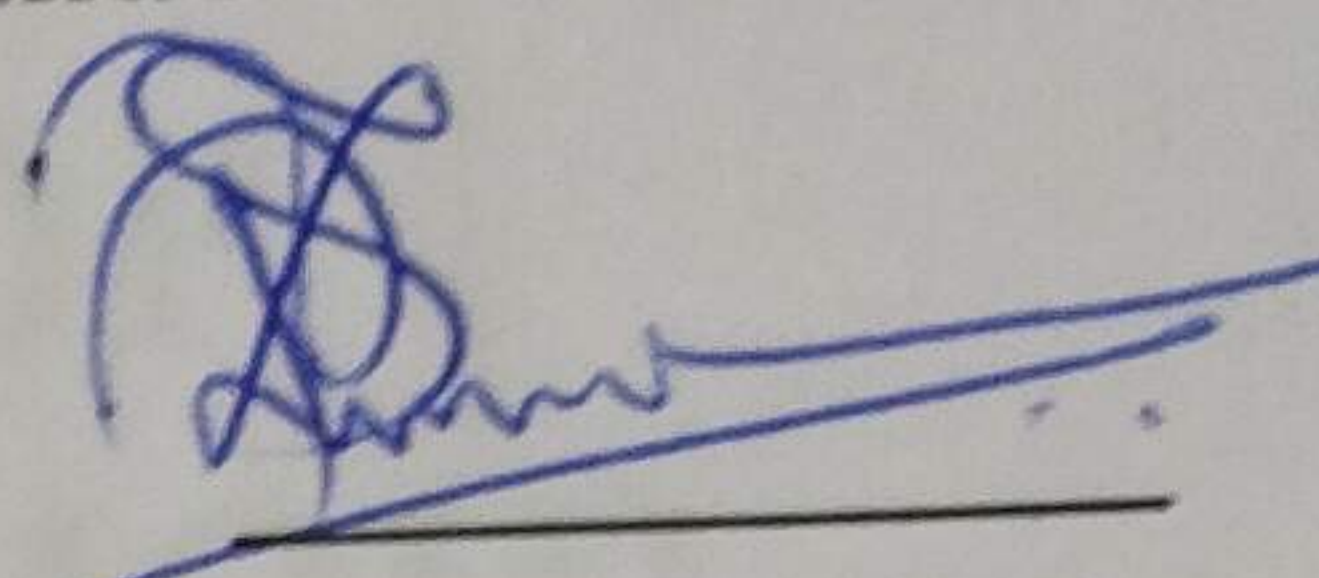
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance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

AGREED:

For
Vishwakarma Institute of
Information Technology
Prof. V. S. Deshpande
Director

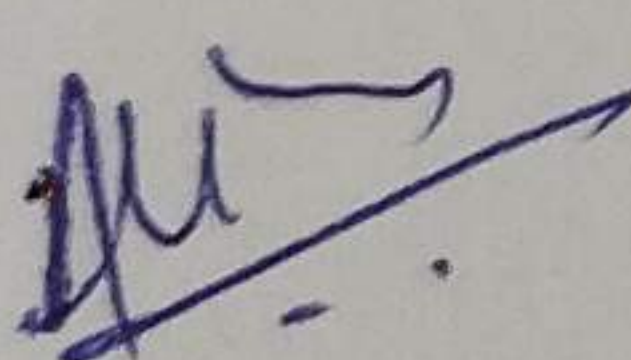

Authorized Signatory

For
Integrated Active
Monitoring Pvt. Ltd.
Mr. Pankaj Zanwar
Founder and Director

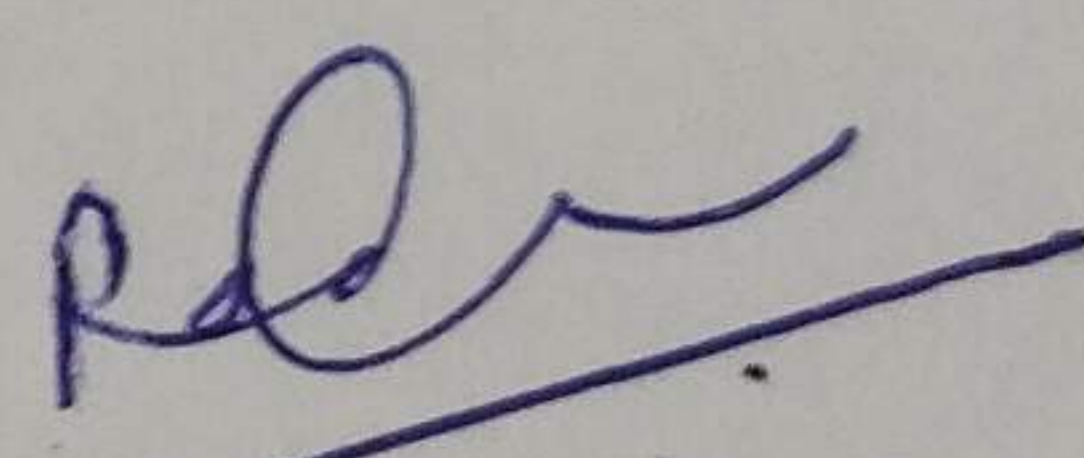

Authorized Signatory

Vishwakarma Institute of Technology,	Integrated Active Monitoring Pvt. Ltd.
Survey No. 3/4, Kondhwa (Budruk), Pune 411048	1 st Floor, Block No. 27, Electronic Co-op Estate, Satara Road, Swargate, Pune 411009
020-26950200/ 400	+91-020-67479668
director@viit.ac.in	pankaj.zanwar@smartiam.in
http://www.viit.ac.in	https://smartiam.in

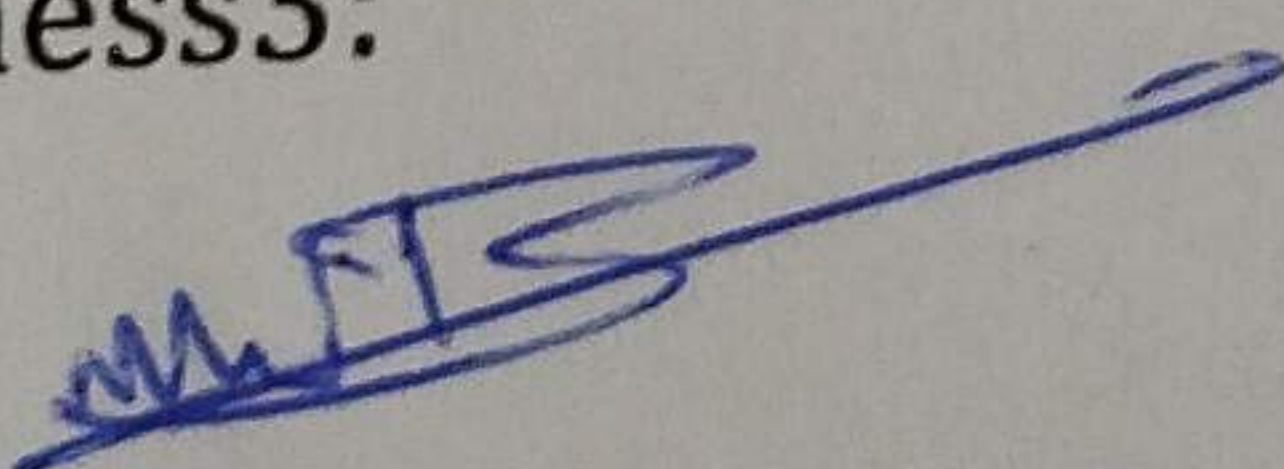
Witness1:


Dr. Arti V. Bang
Associate Professor
E&TC Dept., VIIT, Pune

Witness2:


Dr. Radhika Purandare
Associate Professor
E&TC Dept., VIIT, Pune

Witness3:


Dr. S. V. Kulkarni
Professor and Head
E&TC Dept., VIIT, Pune

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

**CONFEDERATION OF INDIAN INDUSTRY
AND**

BRACT's VISHWAKARMA INSTITUTE OF INFORMATION TECHNOLOGY, PUNE

Agreed and executed on this 16th day of May, 2022.

Confederation Of Indian Industry ("CII"), a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory **Mr. Bharat Oswal (Yi Chapter YUVA Chair)**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

BRACT's Vishwakarma Institute of Information Technology having its Head Office at **BRACT's Vishwakarma Institute of Information Technology, Kondhwa (Budruk) Pune - 411048** (hereinafter referred to as "VIIT") represented by its authorised signatory **Prof. Dr. Vivek. S. Deshpande, Director, VIIT, Pune-48.**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as **CII** or **VIIT**, as it may be, and collectively referred to as the Parties.

WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 4000 direct members in 57 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

WHEREAS:

(VIIT)

Bansilal Ramnath Agarwal Charitable Trust (BRAC), Pune, runs Vishwakarma Institute of Information Technology. The Trust was established on the 16th of June 1975 under Bombay Trust Act of 1950. The Trust undertakes educational, religious and social activities. "Vishwakarma" as per Indian mythology, was an architect-engineer of the Almighty God. The Trust has adopted this name with a vision to develop engineers who can take up challenges in technical field with original work and creativity. The Trust has adopted this name "Vishwakarma" for all educational institutes.

NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

ARTICLE I: Purpose and Objectives

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- i) The role of the institution would be to enroll All students or 1300 at the beginning of the year and increase the same substantially through the years.
- ii) Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)
- iii) Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- iv) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- v) Any other activities considered by both Parties to be potentially beneficial.

ARTICLE II: Financials

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

ARTICLE III: Coordination Between Facilitators

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

ARTICLE IV: Intellectual Property Rights

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

ARTICLE V: Confidentiality

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as '**Disclosing Party**' and
- ii) either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.
The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available,
- ii) obtained by the other party from third parties without restrictions on disclosure,
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

ARTICLE VI: Indemnity

VIIT agrees to indemnify and hold harmless CII, its officers, employees and agents from all claims, liabilities and losses to the extent based on gross negligent acts or gross negligent omissions of the VIIT, its officers, employees, and agents in the performance of this Agreement.

ARTICLE VII: Force Majeure

If performance of this MoU or any obligation under this MoU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or a pandemic. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARTICLE VIII: Governing Law, Jurisdiction & Arbitration


- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including amendments. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.

- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

ARTICLE IX: Miscellaneous

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of Three (03) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.
- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
- v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.


Yi Chapter Yuva Chair


DIRECTOR
Vishwakarma Institute of
Information Technology
Pune 411048.


Yi (Executive Member)
