



Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

Key Indicator 3.5 - Collaboration

3.5.2 Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the year

QnM

INDEX – List of MoUs

2021-22

Sr. No.	Organization with which MoU is signed	Duration	Links
1	Cere Labs	1 year	Link
2	BYL Nair Ch Hospital	1 year	Link
3	Brihanmumbai Municipal Corporation (BMC)-(Project Swechchha Knowledge Partner)	2 years	Link
4	Star Union Dai-ichi Life Insurance Company Limited- (Project Swechchha Financial Supporter)	2 years	Link
5	Star Union Dai-ichi Life Insurance Company Limited- (Project Utkarsh)	Open ended	Link

MEMORANDUM OF UNDERSTANDING (MoU)

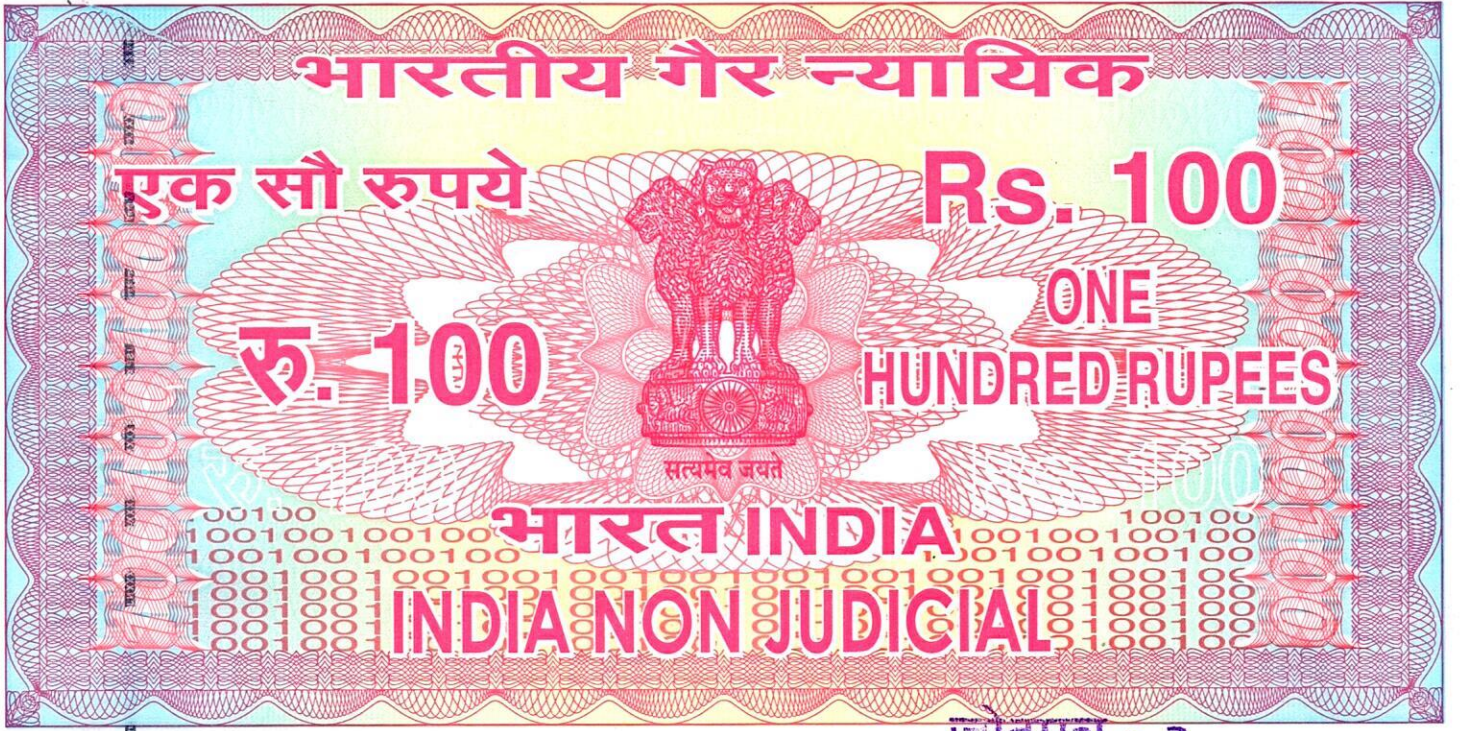
BETWEEN

**Department of Computer Engineering,
VIVEKANAND EDUCATION SOCIETY'S INSTITUTE OF TECHNOLOGY**

Hashu Advani Memorial Complex,
Collector's Colony,
Chembur,
Mumbai 400074

AND

CERE LABS PVT. LTD
501, Takshashila Commercial Center,
RHB Road, Mulund (West),
Mumbai 400080



महाराष्ट्र MAHARASHTRA

जोडपत्र - २ ZR 727025



जिल्हा कोषागार कार्यालय, ठाणे
20 JAN 2022
मुद्रांक प्रमुख लिपीक / लिपीक

2021 मुद्रांक विक्री नोंदवही
अनुक्र. नं. 1734.86 दिनांक
दस्तावा प्रकार - 1.1.FEB.2022
दस्त नोंदणी करणार आहे का ? होय/नाही
मिळकतीचे योजयकार वर्ग -
मुद्रांक विकत घेणाऱ्याचे नांव - Dattaraj Bhaskar Rajadhyar
हस्त अस्तथारा स्वतःचे नांव, पत्ता व सही - Swarni
दस्तावा पेशक्याचे नांव -
मुद्रांक शुल्क रक्कम - 100000
मुद्रांक विक्रीसाठी माली (मिडिल व नॉन रेकॉर्ड)
मुद्रांक विक्रीचे ठिकाण, पत्ता - राज्य शासनाचे, राज्यपिण सेंटर
दुकान नं. २४, भावली मार्केट, रवीश्वर जॉर्जियन बिल्डिंग,
अणे (प) - ४०० ६०१.
दस्तावा मुद्रांक क्रमांक - 9209090
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्या या खास कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात सापरणे बंधनकारक आहे.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 1st day of February Month, 2022 by and between.

Department of Computer Engineering, Vivekanand Education Society's Institute of Technology (CMPN-VESIT), the First Party represented herein by its Principal, Dr. J.M. Nair and Head of the Computer Engineering Department, Dr. Nupur Giri wherein VESIT offers UG, PG and Ph.D. programmes affiliated to University of Mumbai and also provides consultancy and innovative product development service as its industry interface initiatives. The Department of Computer Engineering adheres to all principles of the institute and imparts technical knowledge, expertise and professional excellence in technology.

And

IV

DR

CERE LABS PVT. LTD.(Cere-Labs) The Second party, engaged in research, designing, implementation of software using Artificial Intelligence, and represented herein by its **Founder and CEO, Mr. Devesh Rajadhyax**

WHEREAS: both the parties,

Desiring to club their efforts by pooling their expertise and resources, recognizes the importance of research and development in the areas of social and recent interests as well as imparting real life solutions by Computer engineering faculties and students.

INTEND to collaborate for promoting excellent quality manpower in the fields of engineering and technology with a special emphasis on research and development and related fields.

A) First Party is a department in a Higher Educational Institution named: **CMPN-VESIT**

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 intend to cooperate and focus their efforts within the area of **(Collaboration work for Project Development and Services/ Skill Based Training/ Internship/ Placement/ Expert Lecture)**.

D) **Cere-Labs** - the Second Party is engaged in Research and Development in software products based on Artificial intelligence and related technologies.



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 cooperation.
- 1.2 First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall cooperate with each other and shall be as promptly responsible as practical and in relevant agreement.



CLAUSE 2

SCOPE OF THE MoU

2.1 Collaboration for Project development: Both the parties need to bring together different skills sets and expertise and collaboratively pitch for funding to different organisations.

2.2 Internship: Industry and Institution interaction will provide an insight into the latest developments/ requirements of the industries; the Second Party to permit the Faculties and Students of the First Party to visit its company and also be involved in internships for students of the First Party. This will provide confidence & smooth transition for students' work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Expert Lectures: Second Party to extend the necessary support to deliver expert lectures to the students of the First Party on the latest technology trends.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party.

2.4 There is no financial commitment on the part of the **CMPN-VESIT**, the first party to take up any program mentioned in MoU.

2.5 Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required.

CLAUSE 3

VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during **July 2021 to July 2022.**

DBR

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

4.1 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.

4.2 Neither of the supervisors will publish the work carried out under this MoU without acknowledgement of the other. In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

It has permission and approval to consider and display the name and logo of the parties as and wherever required.

CLAUSE 5

IPR and CONFIDENTIALITY

5.1 Rights regarding publications, patents, royalty, ownership of software/design/product developed under the scope of this MOU, shall be shared equally between **CMPN-VESIT and Cere-Labs**.

During the tenure of the MOU both **CMPN-VESIT and Cere-Labs** will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

5.2 Both **CMPN-VESIT and Cere-Labs** shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement..

Further both **CMPN-VESIT and Cere-Labs** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.



Annexure 1

Commitments from CERE-LABS

- Cere Labs will participate in a few selected final year student projects.
- The designated projects can be offered to those students who are interested in working with us for a minimum period of one year after their graduation.
- We will make employment offers to the students based on our interactions and interviews. The offers are of course not binding and students are free to pursue other opportunities.
- The compensation offered will be notified to CMPN_VESIT in advance.
- Our role in the projects will be limited to:
 - Suggestions on project topics. The suggestions will not be binding. The students are free to choose any projects.
 - Guidance in our areas of expertise such as ML and DL. The guidance generally should not include routine programming.
 - Review of the outcome and feedback
- Our responsibilities will not include:
 - Review of progress
 - Driving the project and ensuring completion
 - Guidance in areas other than our areas of expertise.

Commitments from CMPN-VESIT

- If the outcome of a project related to product development, design etc. which involves matters of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results in an intellectual property, for which rights can be secured, it will be decided on a case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on a case to case basis after mutual consultation.
- Research supervisors from both the parties will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs to be claimed.
- In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- Agree on dates, topics, time slots for mutual activities.
- Encourage faculties and students to give full support to the activities.

DBR

Accepted for and on behalf of

Sign : Devesh Rajadhyax
Name : Devesh Rajadhyax
Founder and CEO,
Cere Labs Pvt. Ltd.
Date:



Sign: Jayalalitha
Name: Dr. (Mrs.) J.M. Nair, **PRINCIPAL,**
Principal, **VIVEKANAND EDUCATION SOCIETY'S**
Vivekanand Education Society's Institute of Technology (VESIT)
Date: 15.2.22 **INSTITUTE OF TECHNOLOGY**
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.



Sign: Nupur
Name: Dr. (Mrs.) Nupur Giri,
Head of Department,
Computer Engineering,
Vivekanand Education Society's Institute of Technology (VESIT)
Date:



महाराष्ट्र MAHARASHTRA

© 2020 ©

YF 717398

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.सि.क. १.०००००२
13 JUL 2021
सक्षम अधिकारी

श्री. दि. क. गवई

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this day of 19th July 2021 by and between Vivekanand Education Society's Institute of Technology (V.E.S.I.T), Department of Computer Engineering, Chembur and B.Y.L. Nair Ch. Hospital having their place of work at Mumbai Central.

RECITALS:

1. The Department of Computer Engineering, V.E.S.I.T is desirous to conduct research in the area of developing an application for benefit of children with Attention deficit Hyperactivity Disorder (ADHD) and execute a project titled "A pilot study of android application based cognitive training in children with ADHD"

The purpose of this study is to examine the feasibility/develop and validate an android app for cognitive training in children with ADHD

STUDY RATIONALE: To study and find out the effectiveness of the cognitive training on executive dysfunction in children with ADHD.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE AND OBJECTIVE OF THE RESEARCH/PROJECT

- 1 To examine the feasibility/develop and validate an android app for cognitive training in children with ADHD
2. To study the effect of cognitive training on executive dysfunction in children with ADHD

2. ARRANGEMENT

2.1 It is agreed and understood that Department of Computer, V.E.S.I.T and Department of Psychiatry B.Y.L. Nair Ch. Hospital jointly shall do Data Collection, Data modeling and Analysis and Report Writing

2.2 It is agreed and understood that V.E.S.I.T, Department of Computer Engineering and B.Y.L. Nair Ch. Hospital, Department of Psychiatry shall jointly do Protocol Preparation, Overall Coordination and Expert Advice.

2.3 It is agreed and understood that the total duration of the project is from the day of the signing of the MOU till December 2022.

2.4 It is agreed that the parties associate exclusively for the purpose of the project within the region specified.

2.5 Each party agrees and undertakes that they will not enter into or anyway seek award of any contract for the project or any part thereof other than in accordance with MOU without the written consent of the other party hereto.

2.6 The parties hereto Department of Psychiatry, B.Y.L. Nair Ch. Hospital and Department of Computer Engineering V.E.S.I.T, shall have no objection to the use of the data collected under the project for research purposes as is required under the project.

2.7 The parties have no objection to the results and the report of the project work to be submitted as partial fulfilment of Bachelor of Engineering for the students working in this project under Mumbai University. This report should acknowledge the collaboration of the two parties.

3. RESPONSIBILITIES

3.1 The Department of Psychiatry, TN.M.C and B.Y.L Nair Ch. Hospital will act as the Study Department for the feasibility of the study and will control and manage the day to day activities necessary for the study.

3.2 B.Y.L. Nair Ch. Hospital, shall also recruit the participants of the study and the persons responsible for the same are Dr. Alka Subramanyam, Associate Professor, Department of Psychiatry, B.Y.L Nair Ch. Hospital and Dr. Sharmila Sengupta, Department of Computer Engineering, V.E.S.I.T.

3.3 The person responsible for recruiting will also be responsible for taking informed consent.

3.4 The persons responsible in Department of Computer Engineering, V.E.S.I.T. and Department of Psychiatry, B.Y.L. Nair Ch. Hospital are Dr. Mrs. Nupur Giri, Dr. Sharmila Sengupta, students (Dimple Nachnani, Etisha Mathurvaishya, Swarangi Dali, Sakshi Haswani) and Dr. Alka Subramanyam and Dr. Swati Shelke respectively

4. CONFIDENTIALITY

4.1 The parties and the persons responsible and working on the project shall keep confidential a information relating to the project that is confidential in nature, including the participants details test reports, questionnaire etc. Confidentiality of the participants shall be maintained in publications of the study too.

4.2 No confidential information shall be revealed to any third person without the express written consent of the party or participant whose information is confidential in nature.

4.3 Use of confidential information for any purpose other than the said purpose of the project shall not be allowed unless all parties agree and give consent for the same.

4.4 No public announcement, press release, public statement etc. shall be made about the study project till its final completion and without the consent for the same.

4.5 Parties shall conform to the guidelines for research, good clinical practice and medical ethics and shall not breach the same.

5. CONSIDERATION

5.1 There is no financial consideration to be paid by either of the parties to this MOU.

5.2 Department of Computer Engineering, V.E.S.I.T. shall bear the expenses for the Ethics Committee application, incidental expenditures such as stationery, etc. and for the work in the project.

6. OWNERSHIP OR CREDIT OF THE STUDY RESEARCH/PROJECT

6.1 It is agreed that the ownership and credit for the research project shall be shared by all the parties involved in the project handling execution and analysis of the same.

6.2 Ethical review of the research project shall be done and all rules and regulations shall be followed strictly by all parties.

7. The governing law shall be the law applicable in India for the time being in force. If there is a dispute or difference on the ownership or credentials of the project, or any other aspect of the project or as to the rights and the responsibilities and obligations of the parties hereto, the same shall be referred to the common arbitrator/ Ethics committee, as agreed upon by both parties, for resolving the dispute and the decision of said arbitrator shall be final and binding for all the parties. The agreement of arbitrator shall be governed under Indian Arbitration and conciliation, 1996 for the time being in force. The venue for such arbitration shall be Mumbai India.

8. Any notice under this MOU or change of persons in charge or responsible for projects shall be sent to other party in writing by either post, email, facsimile or delivered by hand. The notice to the party should be sent to the address mentioned in this MOU.

9. The MOU shall be terminated at the completion of project. In case for some reason, it is stopped or terminated prior to completion by either party, reasons for the same would have to be given in writing and approval from the Ethics committee and any concerned authority for the same would have to be taken. Decision on the impact of such termination on the participants would also have to be assessed and appropriate compensation would have to be paid by the party terminating the project prior to its completion.

10. The entire MOU constitutes the final and concluded agreement between the parties. It replaces all other, if any, MOUs or agreements signed for the above said project, whether in oral or in writing

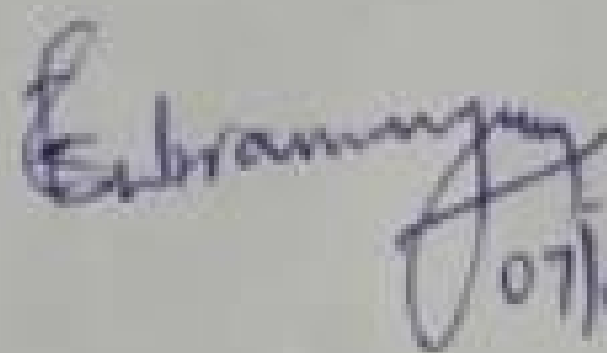
11. The paper publications, participation in competitions and seminar or presentations should be ethically reviewed and all rules and regulations shall be followed strictly by all parties.

12. It is agreed that the ownership and credit for the prototype/product/patent hence developed shall be shared by both parties, equally.

The parties have set their hands to this MOU voluntarily on the day and year first mentioned herein.

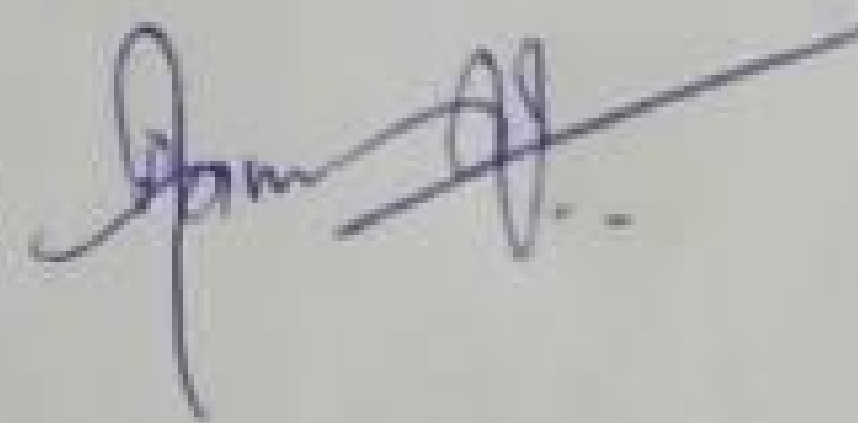
Signed and executed by

Dr. Alka A. Subramanyam



07/08/2021

Dr. Swati Shelke



Principal Investigator

Co-Investigator

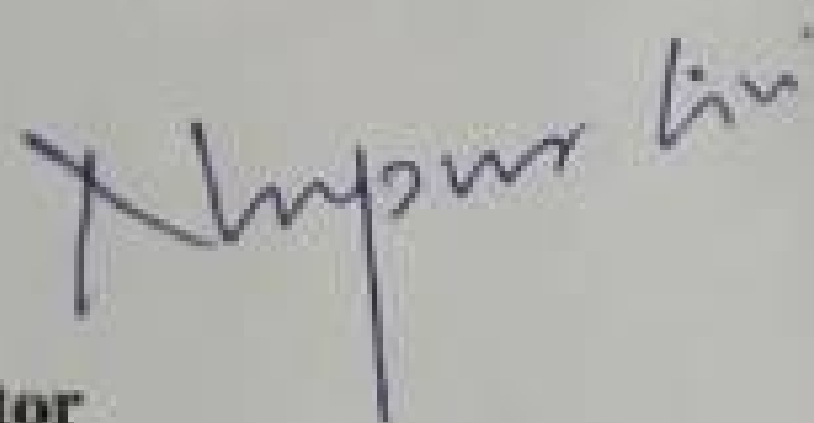
Associate Professor

Fellow in CAMH

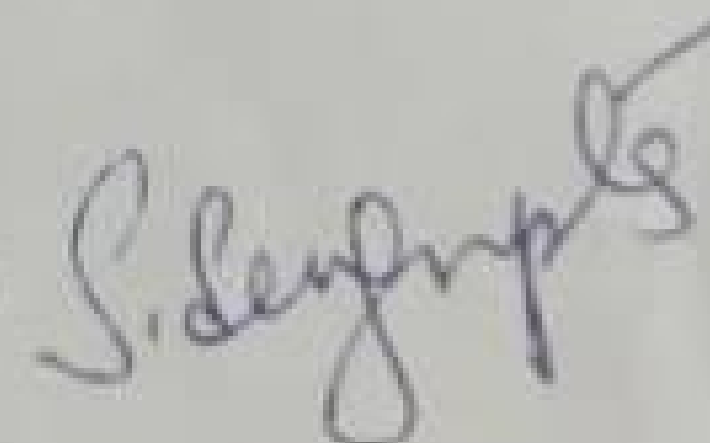
Dept. of Psychiatry T.N.M.C.and B.YL. Nair Ch. Hospital

Dept. of Psychiatry T.N.M.C.and B.YL. Nair Ch. Hospita

Dr. Nupur Giri



Dr. Sharmila Sengupta



Principal Investigator

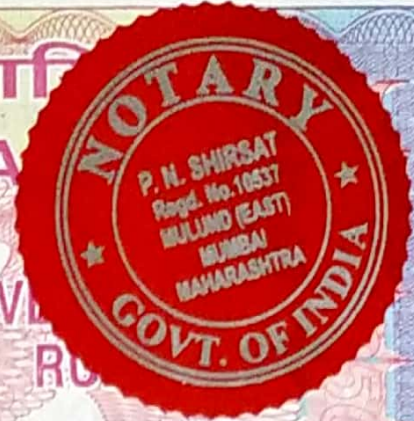
Co-Investigator

H.O.D

Professor

Dept. Of Computer Engineering V.E.S Institute of Technology, Chembur, Mumbai

Dept. Of Computer Engineering V.E.S Institute of Technology, Chembur, Mumbai



महाराष्ट्र MAHARASHTRA

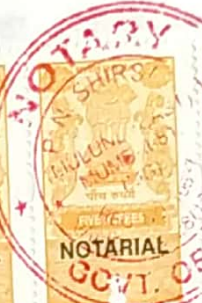
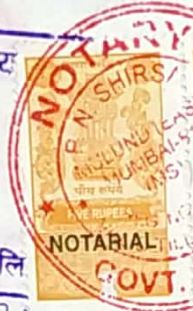
2020

AW 572304



जिल्हा कोषागार कार्यालय
 17 AUG 2020
 मुद्रांक प्रमुख लिपीक / लि.

12/08/20



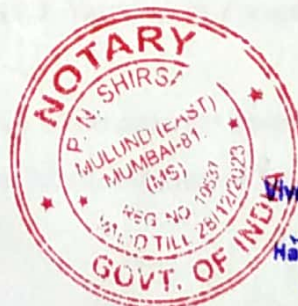
MEMORANDUM OF UNDERSTANDING

BETWEEN

Municipal Corporation of Greater Mumbai

AND

Vivekanand Education Society's Institute of Technology's Department
 of Information Technology (VESIT-IT).



Vice-Principal
 Vivekanand Education Society's
 Institute of Technology
 Hashu Advani Memorial Complex,
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA

3 SEP 2020

मुद्रांक विक्री नोंदणी अनु क्र.

660

दिनांक

दस्ताचा प्रकार

MOU

दस्ता नोंदणी करणार आहेत या 7 होय/नाही

मिळकतीचे वर्णन

मुद्रांक विक्रीत घेणा-याचे नाव

दुस-या प्रक्षकाराचे नाव

BMC

OES Institute of Technology

हस्ते अभिल्यास नाव, पत्ता

Vikas Prange

वता

[Signature]

मुद्रांक शुल्क रक्कम

500

मुद्रांक विक्रीत्याची सही व विक्रीचे ठिकाण

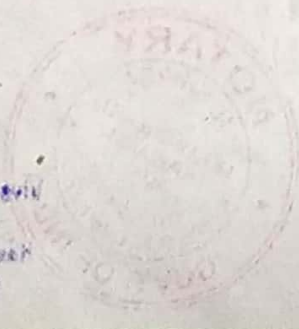
राजे मॅन्स वॉकर, दुकान क्र. ३१, प्रभात सेंटर,

सेक्टर १-अ, सी.बी.डी. वेल्हापूर, नवी मुंबई-४००६१४

(सौ. डी. डी. गांधी)

परवाना क्र. ११०१०४१

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी करून घ्यावेत व महानगर तहसील अधिकारक आदी.



MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MoU) is made on _____.

BY AND BETWEEN

Jt. Municipal Commissioner (Solid Waste Management), Municipal Corporation of Greater Mumbai, having its office at 3rd Floor, Annex Building, Mahapalika Marg, C.S.T. Mumbai - 400001, hereinafter referred to as "MCGM" (which expression shall be deemed to mean and include its successors and permitted assigns) through its Municipal Commissioner, Mr. Iqbal Singh Chahal, IAS.

AND

Vivekanand Education Society's Institute of Technology, affiliated to University of Mumbai, approved by AICTE and recognized by Government of Maharashtra, located at Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai-400074, an institute established in 1984 by Vivekanand Education Society, hereinafter referred to as "VESIT -IT", (which expression shall be deemed to mean and include its successors and permitted assigns) through its Vice-Principal Dr. (Mrs.) M. Vijayalakshmi.

WHEREAS

- A. Municipal Corporation of Greater Mumbai (MCGM), is responsible for city planning, resource allocation and management, delivery of infrastructure & services and overall administration and citizen welfare of Greater Mumbai.
- B. VESIT-IT is the department of Information Technology at Vivekanand Education Society's Institute of Technology (VESIT).
- C. VESIT-IT and MCGM seek to collaborate for developing an IT enabled solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) blocks in M East ward of the city of Mumbai in consultation with CT/PT operators and MCGM.

The parties hereto in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this Memorandum of Understanding agree as follows:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

I. Scope

Vice-Principal
Vivekanand Education Society's
Institute of Technology
 Hashu Advani Memorial Complex,
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA

VESIT-IT shall act as a knowledge partner to MCGM for developing an IT enabled solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in the M East ward of the city of Mumbai, in collaboration with Community Based Organizations (CBOs), Non Governmental Organisations (NGOs) and MCGM.

Scope of the engagement would include but is not limited to the following:

1. A Mobile App on Android and iOS:

- a. CBO/NGO members for easing operation and maintenance of CT/PT blocks
- b. Respective users of a community/floating population in registering their complaints and giving feedbacks.
- c. Facilitating contact of respective authorities in case of emergencies.
- d. Assisting MCGM in collecting the data useful in knowing the utility of CT/PT blocks and the usage of the funds in the Slum Sanitation Program.
- e. Facilitating toilet search for a traveller in the city. (Toilet Finder)
- f. notifying current 'cleanliness and usability' status of the toilet block to users and authorities
- g. To facilitate User Profile Management
- h. To provide Toilet usage History
- i. For Record keeping of payments done by user (for toilet use)
- j. To assess Feedback and Complaint mechanism
- k. To provide Emergency Contact
- l. Notification/ alert System
- m. Bug fixing and maintenance for M East Ward.

2. A website:

- a. For creation and maintenance of Account for different stakeholders like
 - i. MCGM officials
 - ii. CBOs
 - iii. NGOs
 - iv. CBO Federation Representatives
 - v. Other Users (As required)
- b. for ease of data handling/logging
- c. for generating custom reports with analytics for MCGM officials to act as a decision support system for MCGM.
- d. Handholding, Awareness and Training Programme for community people/ PT operators and MCGM staff.
- e. By Creation of user (roles).
- f. By Registration of CBOs belonging to the ward.



Vice-Principal
 Vivekanand Education Society's
 Institute of Technology
 Hiranandani
 Chembur,
 Mumbai-400 074 INDIA

- g. To facilitate Asset Management for registered CBOs.
- h. To facilitate Simple reports for MCGM officials and CBOs.
- i. To provide Complaint Redressal System.
- j. By Bug fixing and maintenance for M East ward.

II. Roles and Responsibilities of VESIT-IT:

- a. Seeking funds through Corporate Social Responsibility (CSR) for funding the project and for the sustainment and maintenance of the App in M East ward of MCGM.
- b. Implementation and maintenance of the Mobile app and Website.
- c. Data collection using paper based form with help of CBO members with the support of MCGM staff at M East ward.
- d. CBO and User/Citizen Registration on the website/mobile App monitored by CBO members and MCGM staff at M East ward.
- e. Bug fixing and maintenance for M East ward.
- f. Creating awareness and popularizing the app for sustainability (through Advertisement). Marketing and awareness can be done by propagating websites and mobile apps for revenue generation, for awareness advertise on social media, you tube channel, newspaper and mouth publicity. Advertisement on existing MCGM portal and App based on permissions. For self sustainment of CBOs, product manufacturer, specifically in sanitization area may be contacted, to either sponsor or advertise their product on the app as well as on website.
- g. Handholding, Awareness and Training Programme for community people/ PT operators, CBO officers of all wards, CBO federation and MCGM SWM staff, mock demonstration, prepare stakeholders to handle future apps. Role specific training for CBO officers and CBO federation, MCGM staff pertaining to M East ward of MCGM.
- h. Develop an infrastructure for Data Management for the pilot project.
- i. Enabling two way API integration between the website and various MCGM apps / services as suggested by MCGM.
- j. Monitoring of website and mobile app usage.
- k. To provide Helpdesk and Post Implementation Support during contract period. Online and offline support will be provided to M East ward as and when required.
- l. Facilitator of all IT works within the scope of the project.
- m. A detailed project plan outlining clear timelines for all activities to be submitted to MCGM within 30 days from the date on which the MoU comes into effect.

Vivek Vastav's
 Institute of Technology
 Mhashu Advani Memorial Complex
 Collector Colony, Chembur,
 Mumbai 400 074, INDIA

- n. VESIT-IT shall work on creating an Information, Education and Communication (IEC) plan for roll out of the project for MCGM to execute.
- o. At regular intervals, VESIT-IT team members shall meet the MCGM representatives and share updates on the progress made on the plan and challenges faced if any.
- p. To provide hosting services with DC and DR at no extra cost to MCGM.
- q. To develop Reporting and MIS so that authorities will be able to generate reports about
 - Users / Citizen (with filters like : 'ward', 'community', 'gender', 'age' etc)
 - Revenue Generated at a toilet block.
 - Footfall count (Daily/weekly/monthly) at particular toilet block.
 - Ratings provided by the user to particular toilet block.
- r. To generate customized reports as suggested / required by the authorities.
- s. To exit from ward after the successful implementation and to enter into monitoring phase.
- t. To obtain 'Safe to Host' security certificate before Go-Live and thereafter every six months.
- u. To document and share/handover technical documents such as User Manual, Configuration manuals, Source code etc.
- v. To obtain SSL certificates and pay Google and Apple for user fee for uploading documents.
- w. **Details of Key sources:** Dedicated project staff and advisors would be working on the project. Cost incurred for the development and training to be supported by VESIT through CSR funding. Dedicated space and computational resources to be allotted at VESIT campus. Dedicated team with VESIT IT faculty project staff plus students will handle all the future enhancements within the contract period subject to the availability of funds through CSR.

x. **Timeline and deliverables:**

Pilot Project Developed for M Ward:

- 1 year span for prototyping, development, implementation and testing.
- 1 year span for improvement and/or up gradation as per MCGM required and Training

Vice-Principal
 Vivekanand Education Society's
 Institute of Technology
 Heshu Aavani Memorial Complex,
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA

C-287

Deliverables would include the Mobile App and Website along with technical Documentation.

III. Roles and Responsibilities of MCGM:

- 1) MCGM shall provide necessary assistance in popularizing and creating awareness of the Mobile App / Website.
- 2) MCGM shall provide Ward Level Map and Details of Public Toilet and Community Toilet Blocks in M East ward.
- 3) MCGM shall provide details of CBOs and CBO Federation.
- 4) MCGM shall provide a hierarchy of officials to be incorporated as a role in the Mobile App/Website, also the official email IDs of these authorities to enable Single Sign-On (SSO) if needed.
- 5) MCGM shall provide mapping of Engineers to Wards and to Civic Issue Categories In M East Ward.
- 6) MCGM shall ensure the MCGM technical team works with VESIT-IT development team to enable the two way API integration if/when needed.
- 7) MCGM shall provide GIS information of CT / PT blocks if already available. If and where this information is not available MCGM may provide necessary assistance to VESIT-IT team in gathering such information.
- 8) MCGM shall encourage the usage of Mobile App and Website by CBOS/PT operators, ward officials and senior officials as required.

IV. Term

This Memorandum of Understanding shall come into effect immediately on signing of the same by both the parties and shall remain in force until _____.

V. Intellectual property and Data ownership

- 1) VESIT-IT shall be credited as the developer for the entire duration of existence of the platform. For the purpose of the project VESIT may approach CSR funds whose entity will be credited on the platform.
- 2) All data generated by the deployment of the Platform for MCGM will be sole property of MCGM, however VESIT-IT shall seek the prior permission from MCGM to if they wish to use the data for academic research purpose. The status update/progress related reports relevant to the project can be shared with CSR sponsor. Any data available in public domain can be used by CSR firm.
- 3) The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested with MCGM. However, VESIT-IT shall seek the

Vice-Principal
Avekshana Education Society's
Institute of Technology
Nashu Aavani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA

NOC from MCGM if they wish to implement this application in other Government agencies/Municipal Corporations in or outside Maharashtra.

- 4) The Intellectual Property Rights in all Custom Software and Custom Materials shall, vest in MCGM. VESIT-IT shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that MCGM may consider necessary or desirable to perfect the right, title, and interest of MCGM in and to those rights. In respect of such Custom Software and Custom Materials, VESIT-IT shall ensure that the holder of a moral right in such an item does not assert it, and VESIT-IT shall, if requested to do so by MCGM and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 5) No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

VI. Dispute resolution and Jurisdiction:

The provisions of this Memorandum of Understanding shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this Memorandum of Understanding shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The reference of the dispute shall be to a sole arbitrator if the parties agree upon one, failing that each party shall appoint one arbitrator, and the arbitrators so appointed shall appoint the third presiding arbitrator. Arbitration proceedings shall be held in Mumbai, and the language of the proceedings shall be English. Subject to the provisions for arbitration above, this MoU shall be subject to the jurisdiction of the Courts in Mumbai.

VII. Notices:

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified below, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier. Either party may change its address, by written notice to the other.

The following documents are and shall be deemed to form part of this MoU and shall be read and construed to be part of this MOU as if they were incorporated in this MoU.

- a. The letter issued to recognize Department of Information Technology

Vice-Principal
 Vivekanand Education Society's
 Institute of Technology
 Maharashtra Technological Complex,
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA

(IT) of Vivekanand Education Society's Institute of Technology (VESIT-IT), as a knowledge partner in development of the ITeS based solution for operation and maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in M East ward in the city of Mumbai, in collaboration with CBOs, NGOs and MCGM vide no. Ch.E/SWM/2810 dt. 19/8/2020

b. Non Disclosure agreement between MCGM and VESIT-IT.

VIII. Indemnity:

Vivekanand Education Society's Institute of Technology (VESIT-IT) shall keep the MCGM, their officers and servants harmless and indemnified from and against all losses suit, damages, cost, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923 which their officers or servants may sustain, incur or become liable to pay for the reason or in consequence or any injury to any person or persons or to any property either belonging to the MCGM or any third party whether resulting directly through any accident or otherwise to life or property while carrying out any work pertaining to the said contract. Such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Vivekanand Education Society's Institute of Technology (VESIT-IT).



MCGM

Mr. Arund Laxman Wagaralkar, Jt. MC(SWM)
Municipal Corporation of Greater Mumbai
3rd Floor, Annex Building, Mahapalika Marg,
CST, Mumbai- 400001
Tel: +91 22 22620251 / 022 - 22616831
Email: dmc.swm@mcm.gov.in

VESIT-IT:

Dr. (Mrs.) M. Vijayalakshmi
Dr. (Mrs.) Shanta Sondur
Department of Information Technology,
Vivekanand Education Society's Institute Of Technology.
Hashu Advani Memorial Complex, Collector Colony, Chembur East, Mumbai - 400074.
Tel: 022 61532 500
Email: m.vijayalakshmi@ves.ac.in
Email: shanta.sondur@ves.ac.in

IX. Limitation on the liability

Given the non-financial nature of the agreement, and the dependency on MCGM for success of this collaboration, no party is liable in any way.

VV
Vivekanand Education Society's
Institute of Technology
Hashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA

X. Termination

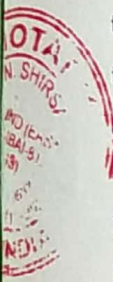
Both parties can terminate this MoU in writing to the other party with thirty days' notice.

XI. Variation

The terms of this Memorandum of Understanding may be amended or modified with the mutual consent in writing of both parties.

XII. Force Majeure

Any delay or failure in fulfilling the responsibilities as stated in Clauses II/III shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MoU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident and other like events that are beyond the reasonable anticipation and control of any or all of the parties affected thereby, despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this MoU.



For and on behalf of
Municipal Corporation of Greater Mumbai.

Anand L. Wagaralkar
Anand L. Wagaralkar
Jt. M.C. (S.W.M.)

Mr. Anand Laxman Wagaralkar
Jt. Municipal Commissioner (Solid Waste Management)

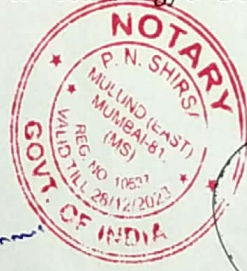
Ashok Yargar
(Ashok Yargar)
Chief Engineer
(Solid Waste Management)

25.09.2020
EEC(SWM) operation
Dy. Ch. E. (SWM) OP.

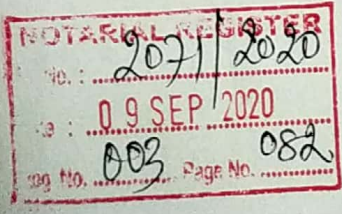
For and on behalf of
Vivekanand Education Society's Institute of Technology's Department of Information Technology.

Dr. (Mrs.) M. Vijayalakshmi
Vice-Principal

M. Vijayalakshmi
Vice-Principal
Vivekanand Education Society's
Institute of Technology
Hashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA



09/09/2020
BEFORE ME
P. N. SHIRSAT
M.COM, LL.B., F.I.C.S.,
ADVOCATE & NOTARY
MULUND (EAST), MUMBAI-61
MAHARASHTRA STATE



MUNICIPAL CORPORATION OF GREATER MUMBAI
SOLID WASTE MANAGEMENT

Dy. Ch. E./SWM/Operation/1710 dt. 20/8/2020

O/o Dy. Ch. E. (Solid Waste
Management)
6th floor, Pantnagar Garage building,
Behind BEST bus depot,
Ghatkopar (E), Mumbai - 400075

To,
✓ Dr. (Mrs.) J. M. Nair,
Principal,
Vivekanand Education Society's Institute of Technology,
Hanshu Advani Memorial Complex,
Collectors Colony, Chembur,
Mumbai - 400074.

Subject: Request to recognize Department of Information technology (IT) of Vivekanand Education Society's Institute of Technology (VESIT-IT), as a knowledge partner in development of the ITeS based solution for operation and maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in M East ward in the city of Mumbai, in collaboration with CBOs, NGOs and MCGM.

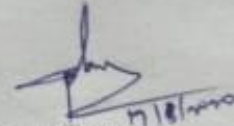
Reference: 1. VESIT-IT/JMN/1186/2019-2020 dt. 11.10.2019.
2. Jt. MC./SWM/770 dt.07.08.2020.
3. Ch. E./SWM/2810 dt. 19.08.2020.
4. LO/LOP/1137/Jt. Law (i/c) dt. 16.07.2020

This has reference to the proposal received from you (reference 1 above) requesting to recognize Department of Information technology (IT) of Vivekanand Education Society's Institute of Technology (VESIT), (hence forth refereed as VESIT-IT) as a knowledge partner in development of the ITeS based solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in the city of Mumbai, in collaboration with CBOs and MCGM through CSR funding.

In view of above and as per approval received from Jt. MC (SWM) vide reference 2 above, you are requested to initiate the activity of development of the ITeS based solution (software application/website design + Mobile app) for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in M East

ward as pilot by coordinating with AE (SWM) M East ward Sh. Satyajit Patil on 9321623011. The timeline for this project shall be valid for 2 years from date of issuance of this letter for pilot in M East ward. The copy of the letter recognizing you as a "Knowledge Partner" is as attached vide page P- to P- . Further, as per the remarks received from Legal department of MCGM you are requested to submit the draft Memorandum of Understanding (MoU) and draft Non Disclosure Agreement (NDA) on stamp paper of Rs. 500/- and duly notarized if not registered to this office so as to enable us to execute it further.

- Acc: 1. Copy of Letter as "Knowledge Partner" as signed by Ch. E. (SWM)
2. Draft Memorandum of Understanding (MoU)
3. Draft Non Disclosure Agreement (NDA)



Bharat Torne
Dy. Ch. E. (SWM) Operation



महाराष्ट्र MAHARASHTRA

2020

BA 301126



जिल्हा कोषागार कार्यालय, ठाणे

5 OCT 2020

पत्रांक पत्रांक लिपीक / लिपीक

05-10-2020



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at Mumbai on this ___ day of December 2020;

BETWEEN

Star Union Dai-ichi Life Insurance Co. Ltd., a Company incorporated under the Companies Act, 1956 having its registered office at 11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector – 30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai – 400703 India, (hereinafter referred to as "SUD Life" which expression shall unless repugnant to the meaning or context thereof also mean and include its successors and assigns) of ONE PART;

AND



005

जोड़पत्र-२/ Annexure-II

8 OCT 2020

१. मुद्रांक विवरण (पं. सं. अथवा क्रमांक/दिनांक)	
२. दस्तावेज प्रकार	
३. कौन सा निकाश करणार करार करेगा?	
४. प्रकृत्यादि शोधनकाय करणार -	
५. मुद्रांक विवरण (पं. सं. अथवा क्रमांक/दिनांक)	
६. हस्ताक्षरकर्ता (नाम, पता, पेशे)	
७. दस्तावेज प्रकार (पं. सं. अथवा क्रमांक/दिनांक)	
८. मुद्रांक विवरण (पं. सं. अथवा क्रमांक/दिनांक)	
९. मातृभाषा/भाषा (पं. सं. अथवा क्रमांक/दिनांक)	
मुद्रांक विवरण (पं. सं. अथवा क्रमांक/दिनांक)	

4985

STAR UNION DAI-ICHI LIFE INSURANCE COMPANY LTD.
 11th & 10th Floor, Vishwaroop IT Park,
 Raghuleela Arcade, Sector-30A,
 Opp. Vashi Railway Station,
 Vashi, Navi Mumbai - 400 703.

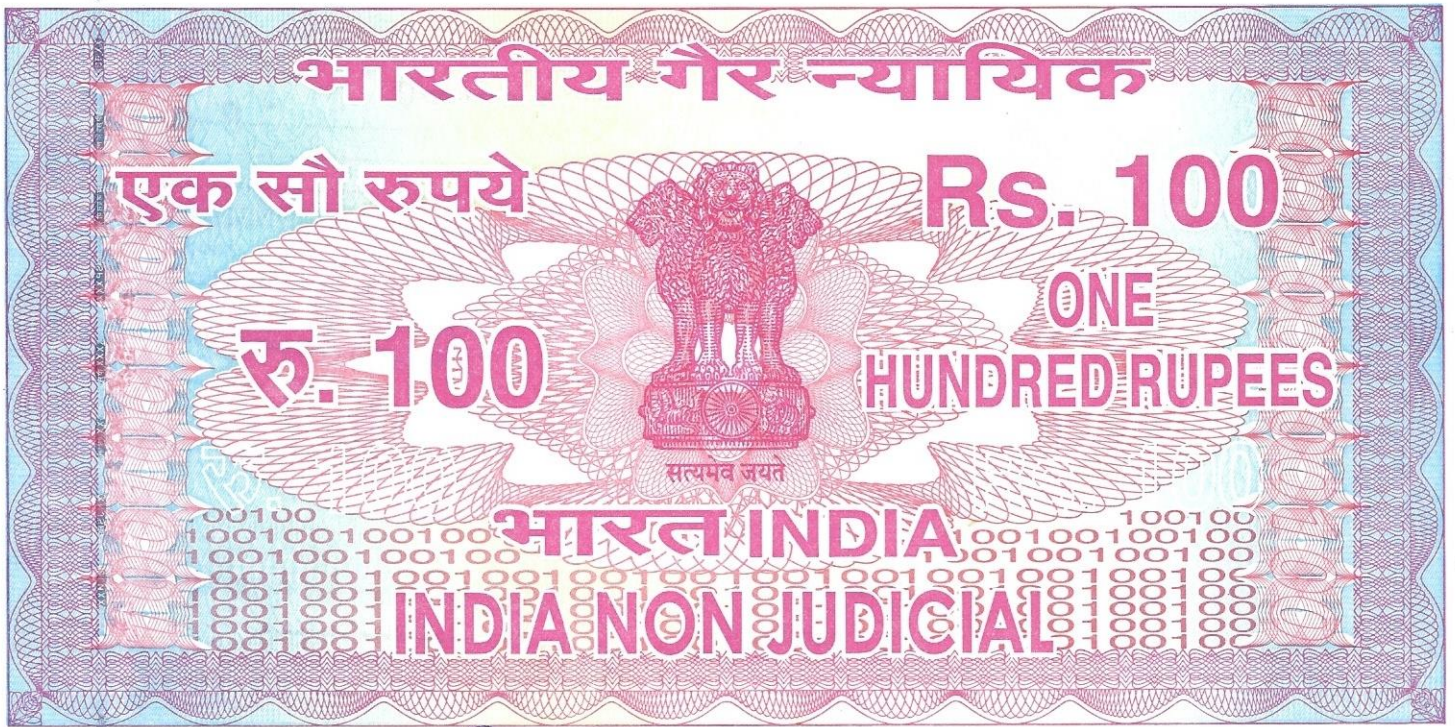
500/-

श्री. ए. व. शिरसाट
 वरिष्ठ सहायक,
 वरिष्ठ सहायक,
 वरिष्ठ सहायक,
 वरिष्ठ सहायक



8 OCT 2020





महाराष्ट्र MAHARASHTRA

2020

WY 704881



जिल्हा कोषागार कार्यालय, ठाणे
28 SEP 2020
द्वितीयक प्रमुख लिपीक / लिपीक



Department of Information Technology at Vivekanand Education Society's Institute of Technology's (VESIT-IT), affiliated to University of Mumbai, approved by AICTE and recognized by Government of Maharashtra, located at Hashu Advani Memorial Complex, Collector's colony, Chembur, Mumbai – 400 074, an institute established in 1984 by Vivekanand Education Society (hereinafter referred to as "VESIT-IT" which expression shall unless be repugnant to context or meaning thereof, shall be deemed to mean its successors and permitted assigns) of the **SECOND PART**.

SUD Life and VESIT-IT shall individually be referred as 'Party' and collectively as 'Parties'

WHEREAS SUD Life is a Public Trust sponsored by Star Union Dai-Chi Life Insurance Company Ltd. ("SUD Life") for the purpose of carrying out its Corporate Social Responsibilities (CSR) activities through SUD Life.



पॉइचर-२/ Annexure-II

49758 - 8 OCT 2020

१. मुद्रित विवरण/दिनांक	
२. कागजात क्रमांक	
३. विवरण/दिनांक	
४. मुद्रित विवरण/दिनांक	
५. मुद्रित विवरण/दिनांक	
६. मुद्रित विवरण/दिनांक	
७. मुद्रित विवरण/दिनांक	
८. मुद्रित विवरण/दिनांक	
९. मुद्रित विवरण/दिनांक	
१०. मुद्रित विवरण/दिनांक	

STAR UNION DAI-ICHI LIFE INSURANCE COMPANY LTD.
 11th & 16th Floor, Vishwaroop IT Park,
 Raghuleela-Arcade, Sector-30A,
 Opp. Vashi Railway Station,
 Vashi, Navi Mumbai - 400 703.

BY *[Signature]*

ज्या कायद्यामधील मुद्रित विवरण/दिनांक...
 कायद्यामधील मुद्रित विवरण/दिनांक...

8 OCT 2020



WHEREAS VESIT-IT is an Educational institution and has undertaken a project of Municipal Corporation of Greater Mumbai for the Development of IT enabled solution for operation, maintenance & monitoring of community toilet & public toilet in M-East ward of the City of Mumbai in consultation with CT/PT operators and MCGM (“**Swechchha Project**”).

AND WHEREAS the Swechchha Project has been awarded to VESIT-IT vide a duly notarised MOU signed on 2nd November 2020 & 25th September 2020 between Municipal corporation of greater Mumbai and Vivekanand Education Society’s Institute of Technology (“**VESIT-IT-MCGM MOU**”), which is attached as **Annexure 1** of this MoU.

AND WHEREAS Based on representations made by VESIT-IT, the SUD Life intends to provide financial assistance for Swechchha Project as per the project plan submitted by VESIT-IT which is attached as **Annexure 2** on the agreed terms and conditions mentioned in this MOU and this financial support shall be under CSR initiative of the SUD Life.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Sponsorship

SUD Life shall in pursuance of its Corporate Social Responsibility and objectives initially intend to provide financial assistance for the Swechchha Project at M-east Ward of Municipal Corporation of Greater Mumbai which shall be completed in next two (2) years i.e. January 2021 to December 2022 as mentioned in the Table in **Annexure 2** and the scope as more specifically mentioned in the **VESIT-IT-MCGM MOU**. The completion period of the Swechchha Project for M-east Ward of Municipal Corporation of Greater Mumbai may be extended for a maximum period of 6 months (except in case of delay arising due to happening of any Force Majeure Event). Any further extension shall be agreed in writing by both the parties. For the next phase of the Swechchha Project to cover Mumbai Jurisdiction or pan India, the parties will separately agree on terms and conditions including total project cost. Any changes in the requirement resulting in financial implications shall be pre-approved in writing by SUD Life. SUD Life may at its sole discretion also choose to discontinue disbursement of further financial support, in case of unauthorised deviation from approved plan. SUD Life shall be required only to provide financial support subject to terms and conditions of this MOU and shall not have any liability of whatsoever nature for any deficiency or delay in the Swechchha Project caused by VESIT-IT or any 3rd party.

2. Utilisation of Funds

VESIT-IT agrees to utilise the funds of Financial Support only for the Swechchha Project for the activities as specifically mentioned in **Annexure 2** of this MOU and shall not utilise it for any other activity. VESIT-IT shall utilise the fund within a period of two (2) years. VESIT-IT may take an additional period of six (6) months for utilising the funds for the Swechchha Project, subject to prior intimation to SUD Life. VESIT-IT agrees that it shall not transfer any part of the Financial Support and/or any assets created/purchased from the funds of Financial Support, to any other person, without the prior written consent of SUD Life.

3. Representation and Warranties of VESIT-IT

VESIT-IT covenants to SUD Life that:

- (i) It has full power, capacity and authority to sign, execute, deliver and comply with the terms and conditions laid down herein and shall take all necessary action (corporate, statutory or otherwise) to execute and authorize the execution, delivery and performance of this MOU.
- (ii) It has all the prior permission or registration approvals under applicable laws in relation to receiving contribution from the SUD Life.
- (iii) It has approval and permission from MCGM & other necessary authorities to consider and



display the name & logo of SUD Life as Financial Partner for the Project at all places including the applications and other promotional material.

- (iv) The use of Financial Assistance provided by the SUD Life shall be utilised only for the Sponsorship Activity as mentioned in **Annexure 2** of this MOU.
- (v) Any deviation from the approved plan shall be agreed in writing by SUD Life
- (vi) It shall comply with and agree to comply with all applicable laws, regulatory requirements whilst undertaking the said plan to execution and SUD Life is not responsible for any statutory compliance and its role is purely restricted to financial assistance.
- (vii) It shall maintain confidentiality of the terms of this MOU.
- (viii) It is not stopped by any law or any other agreement with any party to execute this MOU with SUD Life.
- (ix) it has obtained permission and consent from MCGM for entering into this MOU and agreeing for its obligation to perform.
- (x) Represented that during the term of this MOU or for such extended period as mentioned in this MOU shall not enter into a similar MOU with any other party inducting them as a partner in the Swechchha Project.
- (xi) nothing in this MOU shall create or be deemed to create any relationship of partnership or control over the management of VESIT-IT.

4. VESIT-IT Obligation

- a. It is hereby clarified that the role of SUD Life will be limited only in providing Financial Support in accordance with the terms and conditions of this MOU. The Parties hereby agree that VESIT-IT shall be responsible for the actual implementation of the Swechchha Project. It shall be the obligation of the VESIT-IT to utilize the funds of Financial Support received from SUD Life for the implementation of said Swechchha Project only.
- b. VESIT-IT shall liaison with the Municipal Corporation of Greater Mumbai & other entities as required for the implementation of the Swechchha Project including arranging for requisite place/ infrastructure as may be required for the implementation of the Swechchha Project.
- c. It is agreed between the Parties that VESIT-IT shall submit the reports to SUD Life on a monthly basis or such periodical intervals or as and when required by SUD Life. The format of the Swechchha Project report/ Funds Utilisation report shall be mutually agreed between the parties.
- d. VESIT-IT hereby undertake, to fully demonstrate by way of invoices, receipts or any other documents, to SUD Life of expenses already incurred/committed by it.
- e. Without prejudice to its rights under this MOU, the Parties agree that SUD Life shall be entitled to seek any clarifications whatsoever from VESIT-IT with respect to utilization of the Funds for the Swechchha Project. Any such clarification sought by SUD Life shall be answered by VESIT-IT within such time as informed by SUD Life.
- f. VESIT-IT shall designate a competent person to coordinate with SUD Life and shall provide the contact details of such designated person.
- g. VESIT-IT agrees to allow SUD Life's employees or authorised representatives to visit the place where Swechchha Project work is being carried out or implemented and meet people who are involved in the Swechchha Project on prior written intimation.
- h. VESIT-IT shall ensure obtaining all permissions/approvals as are required for the implementation of this Swechchha Project and shall share such approvals with SUD Life as and when demanded for.
- i. VESIT-IT undertakes to be responsible for any issue / dispute in respect of any matter whatsoever with regard to the Swechchha Project.
- j. VESIT-IT shall periodically submit a request letter for release of Financial Support as per the progress of the Swechchha Project along with relevant supporting documents.

5. Covenant of VESIT-IT

VESIT-IT has represented to SUD Life that the Swechchha Project being subject of this MOU is an initial Project for a period of two (2) years for M-east Ward of Municipal Corporation of Greater Mumbai. Based on the successful execution of this Swechchha Project, other Projects would be awarded to VESIT-IT in the



said Municipal Corporation for other wards; and/or other districts within the state of Maharashtra; and/or other states in India.

VESIT-IT hereby Covenants with SUD Life that:

- a. SUD Life shall be sole & exclusive financial partner for this Swechchha Project
- b. Notwithstanding anything contained in this MOU; VESIT-IT shall ensure to recognize SUD Life by displaying the name and logo (as shared by SUD Life) as its exclusive financial partner for the Swechchha Project in all the online and offline promotion including but not limited to print media, broadcasting, mass media platforms, etc., during the period as under:
 - If MCGM does not award VESIT-IT for future maintenance of the Swechchha project, name and logo of SUD Life shall be used for the terms of this MOU and wherever, the name and logo of VESIT-IT shall be used by MCGM as a developer, the name and logo of SUD Life shall be used as development financed by SUD Life
 - If MCGM awards VESIT-IT for maintenance of the Swechchha project and SUD Life does not finance the maintenance of the project, name and logo of SUD Life shall be used for 5 years from the date of signing of MOU as development financed by SUD Life
 - If MCGM awards VESIT-IT for maintenance of the Swechchha project and SUD Life also agrees to finance the maintenance of the project, the name and logo of SUD Life shall be used as per fresh agreement with VESIT-IT.
- c. In case, other similar Projects are awarded to VESIT-IT, for other Wards or locations for the whole of Maharashtra or PAN India, then SUD Life shall be given first right of refusal. Only, if SUD Life refuses to grant its acceptance to finance such other Projects, then only VESIT-IT may approach others for inducting them as a partner.

6. Financial Assistance and Payment Terms

- a. The Total Sponsorship Support under this MOU for the Swechchha Project is restricted to a maximum of INR 24,00,000/- (Rupees Twenty-Four Lakhs Only).
- b. Any excess amount, if any incurred by VESIT-IT for the Swechchha Project shall be mutually discussed between the parties. SUD Life to incur the additional cost, only to the extent as explicitly agreed in writing by SUD Life.
- c. The aforesaid amount shall be remitted in a staggered manner over a period of 2 years, subject to completion of each milestone in the Swechchha Project.
- d. After completion of each Swechchha Project milestone, VESIT-IT shall provide confirmation to SUD Life along with supporting documents and the same shall be certified by the Audit Team of SUD Life.
- e. Only on achieving the milestone for which the financial support was released, the funding for next activity would be released. In case of unutilised amount for any activity, the further funding, if SUD Life agrees to release, then the same shall be subject to deduction of the earlier unutilised amount.
- f. The schedule of remitting financial support shall be as per **Annexure 3** of this MOU.

7. Branding

- a. VESIT-IT shall ensure that branding of SUD Life and/or Star Union Dai-ichi Life Insurance Co. Ltd. ("SUD Life") shall be visible on the website/ applications or any promotional and/or other materials developed for the Swechchha Project in all online and offline platforms including but not limited to print media, broadcasting, mass media platforms, etc.
- b. The logo of SUD Life shall be as annexed with Annexure 4 of this MOU unless changed and informed in writing by SUD Life to VESIT-IT. The logo may also be used in vernacular language and shall be provided by SUD Life.
- c. Notwithstanding the MOU is in force or expired or terminated for whatsoever reason, VESIT-IT agrees to ensure that the Branding as a Financial Partner shall be used for the Swechchha Project as specifically mentioned in clause 5(c) of this MOU.
- d. VESIT-IT shall use the branding of SUD Life and SUD Life only in the format & style as provided by SUD Life and shall not carry any changes of whatsoever nature without prior written consent of authorised signatory of SUD Life.



- e. VESIT-IT shall not use the name & logo of any other company in the Swechchha Project without prior express written consent of SUD Life. Any breach of this term shall be considered as material breach of the terms and conditions of this MOU and such default shall be liable for cost and damages.
- f. VESIT-IT acknowledges that the trademark and trade name and all trademarks and trade names of SUD Life or SUD Life are the exclusive property of SUD Life or its affiliated companies; and VESIT-IT is not entitled, either by implication or otherwise, to any title in or use of the Trademarks, except in accordance with the express written permission of the authorised signatory of SUD Life, such permission to be given or withheld at the sole discretion of SUD Life.
- g. In case of any changes in the branding of SUD Life; SUD Life shall inform accordingly to VESIT-IT and VESIT-IT shall be under obligation to carry such changes of all the existing online and offline platforms or if under process of being developed, without any cost obligation on SUD Life.
- h. Notwithstanding anything contained in this MOU, during the subsistence of this MOU or on termination, SUD Life at its sole discretion may instruct in writing to VESIT-IT to temporarily or permanently discontinue usage of the branding of SUD Life and VESIT-IT shall be under obligation to immediately discontinue such usage, without any cost obligation on SUD Life.

8. INDEMNITY

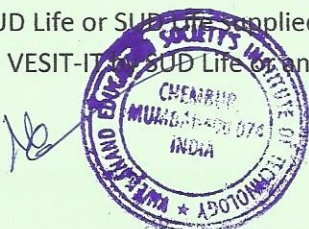
- a. VESIT-IT further agrees to hold harmless and indemnify SUD Life and SUD Life and its employees from and against any and all losses, claims, damages, proceedings, judgments, liabilities, fees, expenses and disbursements relating to or arising out of (i) misuse of the Financial Support received from SUD Life or (ii) any breach of the covenants/ provisions contained in the MOU or (ii) infringement of any 3rd party IPR; or (iv) breach of applicable law; or (v) any act or omission of VESIT or its employees, agents etc., while implementation of the Swechchha Project.
- b. Notwithstanding anything contrary contained in this MOU, neither party shall not be liable for any special, indirect, consequential, or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this MOU, any documents referenced in this MOU, or any addenda or amendment hereto.
- c. This clause shall survive the expiry or the earlier termination of this MOU.

9. Term & Termination

- a. This MOU shall come into effect from the date of its execution and shall remain valid for a period of two (2) years or the date of completion of the Swechchha Project, whichever is later.
- b. Notwithstanding anything contained hereinabove, SUD Life may forthwith terminate this MOU, without notice and with immediate effect for any of the following reasons
 - i. In the event of any regulatory directive or deviation from the terms of this MOU, SUD Life can forthwith terminate this MOU.
 - ii. Gross negligence or fraud by VESIT-IT or any of its representative or employees, while implementation or operation of the Swechchha Project
 - iii. Dissolution of Financial Support by VESIT-IT for any other purpose then the one specified in the MOU hereof.
 - iv. Breach of any terms and conditions of this MOU or **VESIT-IT-MCGM** MOU
- c. In case of termination, prior to full utilization of the Financial Support and/or completion of the Swechchha Project, any unutilized Financial Support shall be refunded by VESIT-IT to SUD Life without any demur or protest. VESIT-IT hereby undertake, to fully demonstrate by way of invoices, receipts or any other documents, to SUD Life of expenses already incurred/committed by it on the Swechchha Project till the time of termination.
- d. Notwithstanding anything contained in this MOU, it is agreed that the obligation of VESIT-IT as mentioned in clause 7 (Branding) shall continue even post expiry/ termination of the MOU.

10. CONFIDENTIALITY

VESIT-IT hereby acknowledges and agrees that any and all confidential information howsoever related to SUD Life or SUD Life, applied to VESIT-IT by or on behalf of SUD Life and/or which may be made available to VESIT-IT by SUD Life or any of its advisors, officers or employees or otherwise learned by VESIT-IT



course of the provision of Services under this MOU will be treated by VESIT-IT as being information of a confidential nature ("**Confidential Information**").

VESIT-IT shall:

- a. not use any of the Confidential Information under this MOU otherwise than for the purpose of performing its obligations under this MOU;
- b. At all times, during and after the Term, maintain the confidentiality of the Confidential Information and any copies, photographs, drawings or recordings of any type whatsoever of any of the Confidential Information using the same standards of protection as it applies to its own confidential information;
- c. Only make available the Confidential Information to such of its employees, contractors, agents and professional advisors as required to perform the obligations under this MOU and further have been informed by VESIT-IT of the confidential nature of the Confidential Information and of their obligations in respect thereof;
- d. Forthwith on request of SUD Life and in accordance with such request or upon termination of this MOU either:
 - (i) Return to SUD Life all of the Confidential Information together with all copies, notes or records derived there from and without retaining any copies of the same; and
 - (ii) Destroy all of the Confidential Information which is together with all copies, notes or records derived there from including anything stored in electronic medium and provide a certificate to the same effect.

This Clause does not pertain to the information which is in public domain otherwise than by the reason of any breach of this MOU.



11. Audit & Inspection

- a. SUD Life or its auditors and regulators, will have the right from time to time to conduct audits of VESIT-IT for accounts pertaining to Project Swechchha.
- b. VESIT-IT will provide SUD Life and all other persons conducting an audit, with reasonable access to its facilities, software, data, records, and personnel for the purpose of performing such audits pertaining to Project Swechchha and shall provide such persons with any assistance that may be reasonably required in connection with such audit. VESIT-IT ensures to cooperate with the auditors performing audits pertaining to Project Swechchha by or on behalf of SUD Life.
- c. The Parties shall develop and follow procedures for the sharing of audit and regulatory findings related to the provision or receipt of the Services. VESIT-IT agrees to respond in writing to any observations made by any audit and shall at its own cost and expense diligently rectify, as appropriate and as agreed with SUD Life, all shortcomings identified in the course of an audit which fall within the defined scope of the Services within the time periods agreed to.
- d. The audit and regulatory personnel engaged by SUD Life shall be governed by the confidentiality clause under this MOU

12. Anti-Bribery

VESIT-IT confirms that it shall conduct its business in compliance with applicable anti-bribery and corruption laws. It further confirms that it shall not directly or indirectly offer, promise, pay, accept, receive, or solicit a bribe of any kind, to or from any person or entity in order to obtain favourable treatment in the Swechchha Project or any such advantage or for any other purpose. It further represents and confirms that it has not been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under applicable anti-bribery and corruption laws.

13. Dispute Resolution

This MOU shall be governed by and construed/enforced in accordance with the laws of India. The courts of Mumbai shall have exclusive jurisdiction to try and settle any dispute or controversy arising out of this



MOU. Any and all disputes or differences between the Parties arising out of or in connection with this MOU or its performance or the rights, duties or obligations of the Parties hereunder shall (the "Disputes"), so far as it is possible, be settled amicably through consultation between the senior management of the Parties and if not successfully resolved, then the same shall be resolved through arbitration by a sole arbitrator to be mutually agreed by the parties. The arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996 and place of arbitration shall be Mumbai.

14. Force Majeure

If at any time during the term of this MOU, the performance in whole or in part by VESIT-IT of any obligation under this MOU is prevented or delayed by reasons of any war, acts of the public enemy, major civil commotion, major fires, major floods, serious explosions, epidemics, pandemic, major strikes and lockouts or act of God (hereinafter referred to as "Force Majeure Event"), notice of happening of any Force Majeure Event shall be given by VESIT-IT to SUD Life within two (2) days from the date of occurrence thereof and shall resume Swechchha Project as soon as possible after such a Force Majeure Event comes to an end or ceases to exist. Both the parties agree that the current pandemic of COVID-19 shall not be considered as Force Majeure, unless specific stringent restrictions are imposed by the government, completely affecting the ability to perform by either party. In the event the Swechchha Project does not commence, by reason of such Force Majeure Event for a period exceeding fifteen (15) days, SUD Life, at its option can terminate the MOU without incurring any liability unless otherwise mutually agreed between the Parties in writing and shall be entitled to seek refund and VESIT-IT shall be under obligation to return the financial support already remitted by SUD Life, but remain unutilized.

15. Notice

Any notice, direction or other documentation required or remitted to be given hereunder shall be in writing and may only be given by personal delivery, courier, (with confirmation received) at the addresses hereinafter set forth:

For SUD Life SUD Life

Kind Attn: Rajesh Mourya
Address: 11th Floor, Vishwaroop IT Park, Near Vashi Railway Station, Sector 30A, Vashi, Navi Mumbai – 400 703

For Vivekanand Education Society's Institute of Technology

Kind Attn: Dr. (Mrs.) M. Vijayalakshmi – Department of Information Technology
email: M Vijayalakshmi <m.vijayalakshmi@ves.ac.in>
Kind Attn: Dr. (Mrs.) Shanta Sondur – Department of Information Technology
email: Shanta Sondur <shanta.sondur@ves.ac.in>
Address: Hashu Advani Memorial Complex, Collector's colony, Chembur, Mumbai – 400074
Tel: (022) 6153 2500

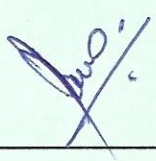
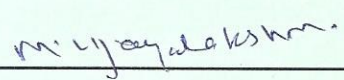
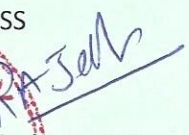
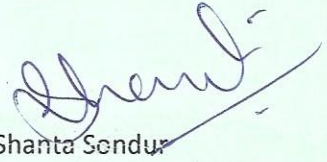
16. Miscellaneous

- a. If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this MOU, then it is the intention of the Parties that the remainder of the MOU, or any document appended hereto or made a part hereof, shall not be affected thereby.
- b. VESIT-IT shall not assign this MOU in whole or in part to any other party, without the prior written consent of SUD Life.
- c. The relationship between SUD Life and VESIT-IT is that of principal to principal basis.
- d. This MOU together with the Annexure and any supplements executed between the Parties hereto, constitutes the entire understanding between the Parties hereto with respect to the matters dealt with herein and supersedes any previous Agreement/ MOU, whether in oral or in writing, between



- the Parties hereto in relation to such matters.
- e. Addendums: No modifications, amendment or waiver of terms and conditions of this MOU shall be binding unless made specifically in writing and upon the mutual consent of the Parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first above written.

For Star Union Dai-ichi Life Insurance Co. Ltd. 	For Vivekanand Education Society's Institute of Technology 
Name: Rakesh Kumar	Name: Dr. (Mrs.) M. Vijayalakshmi
Title: Company Secretary	Title: Vice-Principal, VESIT
Date: 18 th December 2020	Date: 18 th December 2020
Place: Chembur, Mumbai	Place: Chembur, Mumbai
WITNESS  Mr. Rajesh Mourya	WITNESS  Dr. (Mrs.) Shanta Sendur



NOTARIAL REGISTER
 Sr. No. 4114/2020
 Date: 18 DEC 2020
 Reg No. 005 Page No. 073



BEFORE ME

 18/12/2020
P. N. SHIRSAT
 M.Com., LL.B., F.I.C.S.
ADVOCATE & NOTARY
 MULUND (EAST), MUMBAI-81.
 MAHARASHTRA STATE

Ann- 1

C-197



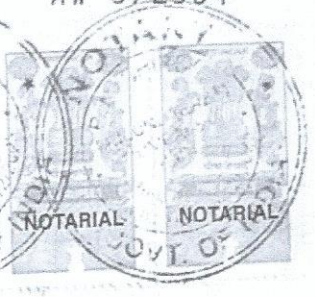
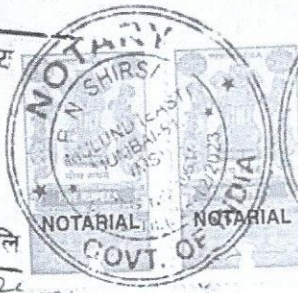
महाराष्ट्र MAHARASHTRA

2020

AW 572304



जिल्हा कोषागार कार्यालय
 17 AUG 2020
 मुद्रांक प्रमुख लिपीक / लि
 17/08/20



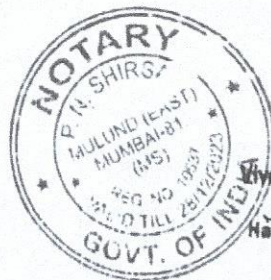
MEMORANDUM OF UNDERSTANDING

BETWEEN

Municipal Corporation of Greater Mumbai

AND

Vivekanand Education Society's Institute of Technology's Department of Information Technology (VESIT-IT).



Vice-Principal
 Vivekanand Education Society's
 Institute of Technology
 Hashu Advani Memorial Complex,
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA

जोड़पत्र - २ / Annexure-II

3 SEP 2020

मुद्राया विक्री नोंदणी अनु क्र. 660 दिनांक

दस्तावा प्रकार MOU

विक्रयकरीचे वर्ग

मुद्राया विक्रीत घेणा-घाचे नाव

दुसऱ्या पक्षाकाराचे नाव BMC BIES Institute of Technology

हस्ते असल्यास नाव, पत्ता M. K. Pange वती

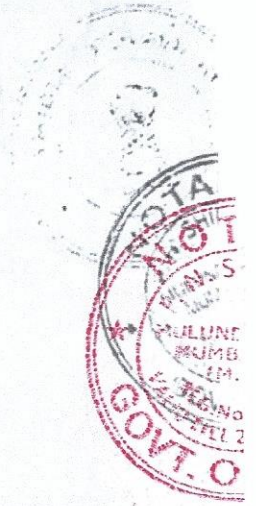
मुद्राया मुल्य रक्कम 500

मुद्राया विक्रीतयची मही व विक्रीचे ठिकाण

राज्य न्याय वेंडर, दुकान क्र. ३१, प्रभात सेंटर, (सी. डी. डी. गांवां)

सेक्टर १०, सी. डी. डी. वेल्हापूर, नवी मुंबई-४००६१४ परवाना क्र. ११०१०४१

ज्या कारणासाठी ज्यांनी मुद्राया विक्रीत करेदी केला त्यांनी त्याच कारणासाठी मुद्राया विक्रीत करेदी केलापासून १ महिनायानंतर दिवसकारक आहे.



Director General
Director General
Director General
Director General
Director General

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MoU) is made on _____

BY AND BETWEEN

Jt. Municipal Commissioner (Solid Waste Management), Municipal Corporation of Greater Mumbai, having its office at 3rd Floor, Annex Building, Mahapalika Marg, C.S.T. Mumbai - 400001, hereinafter referred to as "MCGM" (which expression shall be deemed to mean and include its successors and permitted assigns) through its Municipal Commissioner, Mr. Iqbal Singh Chahal, IAS.

AND

Vivekanand Education Society's Institute of Technology, affiliated to University of Mumbai, approved by AICTE and recognized by Government of Maharashtra, located at Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai-400074, an institute established in 1984 by Vivekanand Education Society, hereinafter referred to as "VESIT -IT", (which expression shall be deemed to mean and include its successors and permitted assigns) through its Vice-Principal Dr. (Mrs.) M. Vijayalakshmi.

WHEREAS

- A. Municipal Corporation of Greater Mumbai (MCGM), is responsible for city planning, resource allocation and management, delivery of infrastructure & services and overall administration and citizen welfare of Greater Mumbai.
- B. VESIT-IT is the department of Information Technology at Vivekanand Education Society's Institute of Technology (VESIT).
- C. VESIT-IT and MCGM seek to collaborate for developing an IT enabled solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) blocks in M East ward of the city of Mumbai in consultation with CT/PT operators and MCGM.

The parties hereto in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this Memorandum of Understanding agree as follows:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

I. Scope

Vice-Principal
Vivekanand Education Society's
Institute of Technology
Hashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA

VESIT-IT shall act as a knowledge partner to MCGM for developing an IT enabled solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in the M East ward of the city of Mumbai, in collaboration with Community Based Organizations (CBOs), Non Governmental Organisations (NGOs) and MCGM.

Scope of the engagement would include but is not limited to the following:

1. A Mobile App on Android and iOS:

- a. CBO/NGO members for easing operation and maintenance of CT/PT blocks
- b. Respective users of a community/floating population in registering their complaints and giving feedbacks.
- c. Facilitating contact of respective authorities in case of emergencies.
- d. Assisting MCGM in collecting the data useful in knowing the utility of CT/PT blocks and the usage of the funds in the Slum Sanitation Program.
- e. Facilitating toilet search for a traveller in the city. (Toilet Finder)
- f. notifying current 'cleanliness and usability' status of the toilet block to users and authorities
- g. To facilitate User Profile Management
- h. To provide Toilet usage History
- i. For Record keeping of payments done by user (for toilet use)
- j. To assess Feedback and Complaint mechanism
- k. To provide Emergency Contact
- l. Notification/ alert System
- m. Bug fixing and maintenance for M East Ward.

2. A website:

- a. For creation and maintenance of Account for different stakeholders like
 - i. MCGM officials
 - ii. CBOs
 - iii. NGOs
 - iv. CBO Federation Representatives
 - v. Other Users (As required)
- b. for ease of data handling/logging
- c. for generating custom reports with analytics for MCGM officials to act as a decision support system for MCGM.
- d. Handholding, Awareness and Training Programme for community people/ PT operators and MCGM staff. **Vice-Principal**
- e. By Creation of user (roles). **Vivekanand Education Society's Institute of Technology**
- f. By Registration of CBOs belonging to the ward. **Mansu Awani & Co. Chartered Accountants, Chembur, Mumbai-400 074 INDIA**



- g. To facilitate Asset Management for registered CBOs.
- h. To facilitate Simple reports for MCGM officials and CBOs.
- i. To provide Complaint Redressal System.
- j. By Bug fixing and maintenance for M East ward.

II. Roles and Responsibilities of VESIT-IT:

- a. Seeking funds through Corporate Social Responsibility (CSR) for funding the project and for the sustainment and maintenance of the App in M East ward of MCGM.
- b. Implementation and maintenance of the Mobile app and Website.
- c. Data collection using paper based form with help of CBO members with the support of MCGM staff at M East ward.
- d. CBO and User/Citizen Registration on the website/mobile App monitored by CBO members and MCGM staff at M East ward.
- e. Bug fixing and maintenance for M East ward.
- f. Creating awareness and popularizing the app for sustainability (through Advertisement). Marketing and awareness can be done by propagating websites and mobile apps for revenue generation, for awareness advertise on social media, you tube channel, newspaper and mouth publicity. Advertisement on existing MCGM portal and App based on permissions. For self sustainment of CBOs, product manufacturer, specifically in sanitization area may be contacted, to either sponsor or advertise their product on the app as well as on website.
- g. Handholding, Awareness and Training Programme for community people/ PT operators, CBO officers of all wards, CBO federation and MCGM SWM staff, mock demonstration, prepare stakeholders to handle future apps. Role specific training for CBO officers and CBO federation, MCGM staff pertaining to M East ward of MCGM.
- h. Develop an infrastructure for Data Management for the pilot project.
- i. Enabling two way API integration between the website and various MCGM apps / services as suggested by MCGM.
- j. Monitoring of website and mobile app usage.
- k. To provide Helpdesk and Post Implementation Support during contract period. Online and offline support will be provided to M East ward as and when required.
- l. Facilitator of all IT works within the scope of the project.
- m. A detailed project plan outlining clear timelines for all activities to be submitted to MCGM within 30 days from the date on which the MoU comes into effect.

Vivek Prasad's
 Vice-Principal
 Institute of Technology
 Hashu Advani Memorial Complex
 Collector Colony, Chembur,
 Mumbai 400 074, INDIA

- n. VESIT-IT shall work on creating an Information, Education and Communication (IEC) plan for roll out of the project for MCGM to execute.
- o. At regular intervals, VESIT-IT team members shall meet the MCGM representatives and share updates on the progress made on the plan and challenges faced if any.
- p. To provide hosting services with DC and DR at no extra cost to MCGM.
- q. To develop Reporting and MIS so that authorities will be able to generate reports about
- Users / Citizen (with filters like : 'ward', 'community', 'gender', 'age' etc)
 - Revenue Generated at a toilet block.
 - Footfall count (Daily/weekly/monthly) at particular toilet block.
 - Ratings provided by the user to particular toilet block.
- r. To generate customized reports as suggested / required by the authorities.
- s. To exit from ward after the successful implementation and to enter into monitoring phase.
- t. To obtain 'Safe to Host' security certificate before Go-Live and thereafter every six months.
- u. To document and share/handover technical documents such as User Manual, Configuration manuals, Source code etc.
- v. To obtain SSL certificates and pay Google and Apple for user fee for uploading documents.
- w. **Details of Key sources:** Dedicated project staff and advisors would be working on the project. Cost incurred for the development and training to be supported by VESIT through CSR funding. Dedicated space and computational resources to be allotted at VESIT campus. Dedicated team with VESIT IT faculty project staff plus students will handle all the future enhancements within the contract period subject to the availability of funds through CSR.
- x. **Timeline and deliverables:**
- Pilot Project Developed for M Ward:
- 1 year span for prototyping, development, implementation and testing.
 - 1 year span for improvement and/or up-gradation as per MCGM required and Training

Vice-Principal
Vivekanand Education Society's
Institute of Technology
Nashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA



Deliverables would include the Mobile App and Website along with technical Documentation.

III. Roles and Responsibilities of MCGM:

- 1) MCGM shall provide necessary assistance in popularizing and creating awareness of the Mobile App / Website.
- 2) MCGM shall provide Ward Level Map and Details of Public Toilet and Community Toilet Blocks in M East ward.
- 3) MCGM shall provide details of CBOs and CBO Federation.
- 4) MCGM shall provide a hierarchy of officials to be incorporated as a role in the Mobile App/Website, also the official email IDs of these authorities to enable Single Sign-On (SSO) if needed.
- 5) MCGM shall provide mapping of Engineers to Wards and to Civic Issue Categories In M East Ward.
- 6) MCGM shall ensure the MCGM technical team works with VESIT-IT development team to enable the two way API integration if/when needed.
- 7) MCGM shall provide GIS information of CT / PT blocks if already available. If and where this information is not available MCGM may provide necessary assistance to VESIT-IT team in gathering such information.
- 8) MCGM shall encourage the usage of Mobile App and Website by CBOS/PT operators, ward officials and senior officials as required.

IV. Term

This Memorandum of Understanding shall come into effect immediately on signing of the same by both the parties and shall remain in force until _____.

V. Intellectual property and Data ownership

- 1) VESIT-IT shall be credited as the developer for the entire duration of existence of the platform. For the purpose of the project VESIT may approach CSR funds whose entity will be credited on the platform.
- 2) All data generated by the deployment of the Platform for MCGM will be sole property of MCGM, however VESIT-IT shall seek the prior permission from MCGM to if they wish to use the data for academic research purpose. The status update/progress related reports relevant to the project can be shared with CSR sponsor. Any data available in public domain can be used by CSR firm.
- 3) The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested with MCGM. However, VESIT-IT shall



Vice-Principal
Mishra Education Society's
Institute of Technology
 Hashu Advani Memorial Complex,
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA

NOC from MCGM if they wish to implement this application in other Government agencies/Municipal Corporations in or outside Maharashtra.

- 4) The Intellectual Property Rights in all Custom Software and Custom Materials shall, vest in MCGM. VESIT-IT shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that MCGM may consider necessary or desirable to perfect the right, title, and interest of MCGM in and to those rights. In respect of such Custom Software and Custom Materials, VESIT-IT shall ensure that the holder of a moral right in such an item does not assert it, and VESIT-IT shall, if requested to do so by MCGM and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 5) No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

VI. Dispute resolution and Jurisdiction:

The provisions of this Memorandum of Understanding shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this Memorandum of Understanding shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The reference of the dispute shall be to a sole arbitrator if the parties agree upon one, failing that each party shall appoint one arbitrator, and the arbitrators so appointed shall appoint the third presiding arbitrator. Arbitration proceedings shall be held in Mumbai, and the language of the proceedings shall be English. Subject to the provisions for arbitration above, this MoU shall be subject to the jurisdiction of the Courts in Mumbai.

VII. Notices:

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified below, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier. Either party may change its address, by written notice to the other.

The following documents are and shall be deemed to form part of this MoU and shall be read and construed to be part of this MOU as if they were incorporated in this MoU.

- a. The letter issued to recognize Department of Information Technology

Vice-Principal
 Vivekanand Education Society's
 Institute of Technology
 VESIT
 Maharashtra State Government
 Collector Colony, Chembur,
 Mumbai-400 074 INDIA



(IT) of Vivekanand Education Society's Institute of Technology (VESIT-IT), as a knowledge partner in development of the ITeS based solution for operation and maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in M East ward in the city of Mumbai, in collaboration with CBOs, NGOs and MCGM vide no. Ch.E/SWM/2810 dt. 19/8/2020

b. Non Disclosure agreement between MCGM and VESIT-IT.

VIII. Indemnity:

Vivekanand Education Society's Institute of Technology (VESIT-IT) shall keep the MCGM, their officers and servants harmless and indemnified from and against all losses suit, damages, cost, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923 which their officers or servants may sustain, incur or become liable to pay for the reason or in consequence or any injury to any person or persons or to any property either belonging to the MCGM or any third party whether resulting directly through any accident or otherwise to life or property while carrying out any work pertaining to the said contract. Such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Vivekanand Education Society's Institute of Technology (VESIT-IT).

MCGM

Mr. Anand Laxman Wagaralkar, Jt. M.C.S.W.M
Municipal Corporation of Greater Mumbai
3rd Floor, Annex Building, Mahapalika Marg,
CST, Mumbai- 400001
Tel: +91 22 22620251 /022 - 22616831
Email: dmc.swm@mcm.gov.in

VESIT-IT:

Dr. (Mrs.) M. Vijayalakshmi
Dr. (Mrs.) Shanta Sondur
Department of Information Technology,
Vivekanand Education Society's Institute Of Technology.
Hashu Advani Memorial Complex, Collector Colony, Chembur East, Mumbai - 400074.
Tel: 022 61532 500
Email: m.vijayalakshmi@ves.ac.in
Email: shanta.sondur@ves.ac.in

IX. Limitation on the liability

Given the non-financial nature of the agreement, and the dependency on the success of this collaboration, no party is liable in any way.

Vivekanand Education Society's Institute of Technology
Hashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA

X. Termination

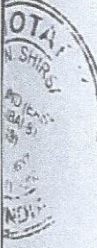
Both parties can terminate this MoU in writing to the other party with thirty days' notice.

XI. Variation

The terms of this Memorandum of Understanding may be amended or modified with the mutual consent in writing of both parties.

XII. Force Majeure

Any delay or failure in fulfilling the responsibilities as stated in Clauses II/III shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MoU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident and other like events that are beyond the reasonable anticipation and control of any or all of the parties affected thereby, despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this MoU.



For and on behalf of
Municipal Corporation of Greater Mumbai.

[Signature]
21/11/2020

Mr. *[Signature]*
Anand L. Wagaralkar.
Jt. M.C. (S.W.M.)
Jt. Municipal Commissioner (Solid Waste Management)



[Signature]
(Ashok Yargar)
Chief Engineer
(Solid Waste Management)

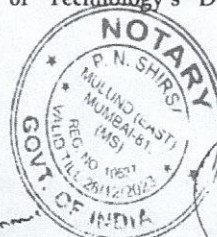
[Signature]
25.09.2020
EE(SWM) operation

For and on behalf of
Vivekanand Education Society's Institute of Technology's Department of Information Technology.

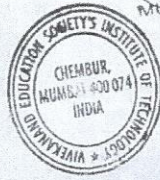
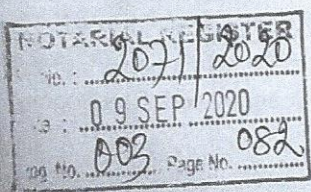
Dy. Ch. E. (SWM) OP.

Dr. (Mrs.) M. Vijayalakshmi
Vice-Principal

[Signature]
Vice-Principal
Vivekanand Education Society's
Institute of Technology
Hashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA



BEFORE ME
[Signature]
09/09/2020
P. N. SHIRSAT
M.COM, LL.B., F.I.C.S.,
ADVOCATE & NOTARY
MUMBAI (EAST), MUMBAI-
MAHARASHTRA STATE



Annexure 2

Swechcha Project shall include the scope of services of VESIT-IT as specifically mention in the MOU executed between Municipal corporation of Greater Mumbai & Vivekanand Education Society's Institute of Technology and also captured in below table:

Sr. No.	Item	Category	Recurring	Unit Cost	Unit Count (INR)	Total Cost for 2 years	Remarks
1	Development Cost (for first version): 5 Faculties investing approx 200 Hours	Development	No	1,000	200	2,00,000	
2	Workshops: Training to M(E) ward approx 800 people in slots of 50 each. including Hospitality	Training	Yes	16	10000	1,60,000	Approx 1000 CTs & 1000 PTs Training for 2 person per CT/PT Training for 4000 persons in 3 years Slot of 100 persons, so 40 sessions (slots)
3	Computers for Data Back Up, Development and Testing the services.	Infrastructure	No	75,000	2	1,50,000	
4	Data Centre Dedicated Server Room in VESIT (Cost of Furnishing, Electrical Fittings, ACs)	Infrastructure	No	1,00,000	1	1,00,000	
5	Dedicated Server Room in VESIT (Networking: Equipment, Cabling and fitting)	Infrastructure	No	50,000	1	50,000	
6	Surveys	Development	Yes	50,000	1	50,000	
7	Dedicated Server hosted at a Leading Hosting Service Provider (Charge for 1 Year)	Deployment	Yes	1,00,000	2	2,00,000	
8	Support: 3 Faculties investing approx 200 Hours after Development	Support	Yes	800	200	1,60,000	
9	Internet charges for Server Room Per year cost, Sharing Basis	Infrastructure	Yes	30,000	1	30,000	
10	Project Staff Charges	Development and Training	Yes	50,000	24	12,00,000	
11	Miscellaneous	-	-	-	-	1,00,000	

Total

24,00,000



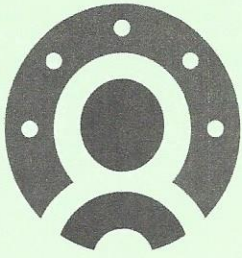
Annexure 3

Schedule of remitting Financial Support

Sr No.	Period	Total Amount (INR)
1	Dec 20-Mar 21	6,05,000
2	April-June 21	3,60,000
3	July-Sept 21	2,65,000
4	Oct-Dec 21	2,85,000
5	Jan-Mar 22	2,95,000
6	Jan-Mar 22	2,95,000
7	July-Sep 22	2,95,000
Total		24,00,000
In words		Rupees Twenty-Four Lakh Only

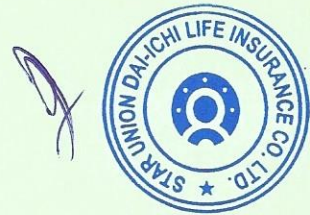


Annexure 4
Logo of SUD Life



Star Union Dai-ichi Life Insurance

A joint venture of





Star Union Dai-ichi Life Insurance

A joint venture of
Bank of India | Union Bank of India | Dai-ichi Life

26th April 2022

To,

VES Institute of Technology,
Hashu Advani Memorial Complex,
Collector's Colony, Chembur,
Mumbai - 400074

Kind Attention:- Dr. (Mrs.) M. Vijayalakshmi and Dr. (Mrs.) Shanta Sondur (Project Coordinators)

Dear Madam,

We, Star Union Dai-ichi Life Insurance Co. Ltd., ("**SUD Life**") hereby inform you that students from the Information Technology and AI & DS Departments of Vivekanand Education Society's Institute of Technology ("**VESIT**") have been developing an application for SUD Life, to verify the parameters related to insurance policy, since 7th March 2022. This is part of **Project Utkarsh-उत्कर्ष**, an industry-institute collaboration between **SUD Life** and **VESIT**.

Presently, testing of first phase (Issuance of policy) of the application has been completed. The next phase consisting of payout for maturity, surrenders, termination and revival of policies is under development and the same will be tested on successful completion of the development.

Best Regards

Gnana William

EVP & Financial Controller - Finance & Accounts
Star Union Dai-ichi Life Insurance Co. Ltd.

Star Union Dai-ichi Life Insurance Company Limited

Registered Office: 11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector 30A of IIP, Vashi, Navi Mumbai - 400 703.
Toll Free No.: 1800 266 8833 (9:30 am to 6:30 pm - Mon to Sat) | Tel.: 022-7196 6200 | Fax: 022-7196 2811
Email: customercare@sudlife.in | Website: www.sudlife.in | IRDAI Regn. No. 142 | CIN: U66010MH2007PLC174472

Trademark used under licence from respective owners.

We mean life!



महाराष्ट्र MAHARASHTRA

2021

BL 615975



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made at Mumbai on this _____ day of month _____, 2022,

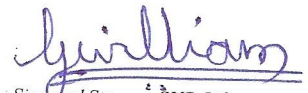
By and Between

STAR UNION DAI-ICHI LIFE INSURANCE COMPANY LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 11th Floor, Vishwaroop IT Park, Plot No. 34, 35 & 38, Sector – 30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai – 400 703 India, (hereinafter referred to as "SUD Life" which expression shall unless repugnant to the meaning or context thereof also mean and include its successors and assigns) of one part,


Sign and Stamp - VESIT



1


Sign and Stamp - SUD Life



© 2021 ©

ZX 764829

AND

V.E.S INSTITUTE OF TECHNOLOGY, a higher education institution affiliated to University of Mumbai, with its address at Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai – 400 074 (hereinafter referred to as "VESIT" which expression shall unless be repugnant to context or meaning thereof, shall be deemed to mean its successors and assigns) of the SECOND PART.

'Party' and 'Parties' shall mean SUD Life and VESIT individually and collectively respectively, as the case may be.

Sign and Stamp - VESIT



2

Sign and Stamp – SUD Life

WHEREAS:

1. SUD Life is an Indian Insurance company carrying on life insurance business in accordance with the provisions of the Insurance Act, 1938 and is registered with the Insurance Regulatory and Development Authority.
2. VESIT, being a premier teaching and research institution in engineering and allied sciences, has well-qualified students and faculties, and wishes to provide its students with opportunities for learning and research by engaging with SUD Life for certain software development activities.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows:

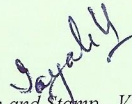
1. OBJECTIVE

- a. This arrangement is to allow collaboration between SUD Life and VESIT, with the aim of providing mutual benefits to both Parties, by fostering knowledge and IT skills of VESIT's students from the Department of Information Technology and Artificial Intelligence and Data Science, while aiding SUD Life in implementing required software and IT solutions for business needs.
- b. SUD Life and VESIT wish to enter in this MOU whereby shortlisted students from the Department of Information Technology and Artificial Intelligence and Data Science of VESIT shall be engaged in software development and other IT-related activities under the mentorship of Dr. (Mrs.) Shanta Sondur and Dr. (Mrs.) M. Vijaylakshmi.
- c. For every project to be executed under this MOU, both Parties shall record the description, requirements, timelines and other relevant details as per the format provided under **Annexure A**.

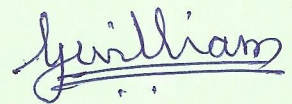
2. REPRESENTATION AND WARRANTIES

VESIT hereby represents and covenants to SUD Life that:

- a. it has the requisite power, capacity and authority to enter into and execute the projects under this MOU and to perform its obligations under it;
- b. it has the technical skill, expertise, infrastructure, systems and qualified manpower to undertake and execute the projects under this MOU;
- c. it has duly executed this MOU and this MOU constitutes a valid and legally binding obligation enforceable against it in accordance with its terms;
- d. it has, at its own cost and expense, obtained all the necessary permits, licenses as applicable under the law for rendering of the Services herein.
- e. nothing in this MOU shall create or be deemed to create the relationship of master-servant and/or principal-agent between SUD Life and its employees and the staff, faculty or students of VESIT. It is expressly agreed by the Parties that the SUD LIFE shall not be liable or responsible to pay any monetary compensation to any Personnel of VESIT.
- f. all personnel and students of VESIT engaged in executing the project shall be deemed to be on duty of VESIT;
- g. it shall perform the project and its responsibilities hereunder with integrity, competence and fairness and shall act in an ethical manner in all its dealings with SUD Life, and that it will not take up any activities which are likely to be in conflict or detrimental to the interests of SUD Life, its policyholders, or contrary to any rules, regulations or directions issued by SUD Life in writing and the regulatory authorities;
- h. it will not assign any part of this Agreement without prior written approval from SUD Life;
- i. it shall not use the trade mark/logo of SUD Life for any purpose without prior written consent from SUD Life.


Sign and Stamp - VESIT




Sign and Stamp - SUD Life

j. it shall not make any promises or commitments whatsoever for or on behalf of SUD Life to anyone without it having been expressly approved by SUD Life.

3. TERM & TERMINATION

- a. This MOU shall be effective and in force from the date _____.
- b. The MOU shall remain in force and binding on both parties until terminated by either party.
- c. This agreement may be terminated without cause by either party by giving 30 (thirty) calendar days advance written notice to the other party.

4. STIPEND FOR STUDENTS

- a. Students of the Department of Information Technology and Artificial Intelligence and Data Science of VESIT will be working on various IT projects for SUD Life under the mentorship of Dr. (Mrs.) Shanta Sondur and Dr. (Mrs.) M. Vijaylakshmi. These students may be paid stipend for successful delivery of the projects from time to time.
- b. Based on the nature, tenure and difficulty levels of the project, the stipend may differ from project to project, as per discretion of SUD Life. The stipend will be agreed in advance in writing by SUD Life, based on the evaluation of the project's scope of work at the beginning of such projects.
- c. No stipend shall be paid, if the same has not been agreed in advance in writing by SUD Life.
- d. For any project under this MOU, SUD Life shall not be required to make any payments unless agreed upon by both Parties in writing at that time.

5. RESPONSIBILITIES OF VESIT

- a. VESIT shall independently select well-qualified students, who meet the criteria provided under Annexure A, for working on the project and share their details with SUD Life.
- b. VESIT shall be responsible for coordinating with the students on behalf of SUD Life to ensure that the objectives, requirements and deliverables of the project are understood.
- c. VESIT shall provide the students with necessary resources and guidance required for successful completion of the project.
- d. VESIT shall ensure that the students selected for the project do not misuse or share with any third parties any information relating to SUD Life provided to them under this MOU.
- e. VESIT shall ensure that regular progress updates are taken from the students about any ongoing activity under this MOU and are shared with SUD Life.

6. RESPONSIBILITIES OF SUD LIFE

- a. SUD Life shall share all relevant details and information about the project with VESIT, to ensure that the requirements and timelines are clear.
- b. SUD Life agrees to discuss and collaborate with VESIT as required to ensure that the project progresses as planned and doubts of students are resolved.

7. PROJECT IMPLEMENTATION

- a. Both Parties shall mutually discuss the scope, deliverables, timelines etc. for each project and record the details in format provided in **Annexure A**. The requirements recorded under Annexure A shall be followed by both Parties for implementation and execution of any project.



b. Both Parties shall appoint one person each to coordinate on the project implementation on its behalf at the ground-level.

c. Both Parties agree to meet periodically and review the progress of the project and take necessary action to address any issues that may arise.

d. Both Parties shall retain all records, receipts, papers, electronic data etc. relating to any project undertaken under this MOU for a period of one (01) year after termination of this MOU.

e. If any special resource, travel or reimbursement of expense is required to be made for any project, the costs shall be discussed and agreed upon by the Parties at that time mutually.

8. INTELLECTUAL PROPERTY

a. The existing intellectual property of both Parties shall continue to belong to the respective Party.

b. VESIT hereby agrees and confirms that the execution of any project under this MOU, including development, creation or customization of any software or program shall not be in violation of any third party intellectual property rights. The software or programs developed shall be fully original works and not infringe or violate or any third party rights.

c. Any intellectual property, source code, programs developed under or arising out of this MOU shall exclusively belong to and be owned by SUD Life. Any software, application or similar digital work developed under or arising out of this MOU shall exclusively belong to and be owned by SUD Life.

d. VESIT hereby irrevocably grants, assigns, transfer to SUD Life all rights, title and interest of any kind, in and to any Work product / application / program that is created or customized for SUD Life and produced hereunder. VESIT shall be entitled to make no use of any of customized materials except as may be expressly permitted in writing by SUD Life.

9. SOURCE CODE

Both the Parties agree and acknowledge that any source codes, object codes, link libraries, utility programs, project files, scripts or other digital works relating to any software, application or program developed or customized by VESIT under this MOU is and remains the property of SUD Life.

On completion of any project under this MOU or as and when demanded by SUD Life, VESIT shall deliver the source codes, object codes, link libraries, utility programs, project files, scripts etc. of all the applications developed by VESIT to SUD Life.


10. USER ACCEPTANCE TEST

VESIT shall work together with SUD Life and shall develop a mutually agreed User Acceptance Test Plan for testing of the developed application.

Upon all of the SUD Life's requirements being addressed, the User Acceptance Test Plan will be completed and jointly signed off prior to commencement of the User Acceptance Test (UAT). Test Cases of the User Acceptance Test Plan will be jointly prepared and recorded under Annexure A by both the Parties.


Sign and Stamp - VESIT




Sign and Stamp - SUD Life

In the event that the tested deliverables / features of the application do not conform or meet the requirements of the User Acceptance Test, VESIT shall take necessary action to remedy the deficiencies and defects identified and correct the errors.

VESIT shall ensure timely integration of the Application / Software / Web pages with the existing applications of SUD Life.

11. CONFIDENTIALITY

VESIT hereby acknowledges and agrees that any and all confidential information howsoever related to SUD Life or SUD Life supplied to VESIT by or on behalf of SUD Life and/or which may be made available to VESIT by SUD Life or any of its advisors, officers or employees or otherwise learned by VESIT in the course of the provision of Services under this MOU will be treated by VESIT as being information of a confidential nature (“**Confidential Information**”).

VESIT shall:

- a. not use any of the Confidential Information under this MOU otherwise than for the purpose of performing its obligations under this MOU;
- b. At all times, during and after the Term, maintain the confidentiality of the Confidential Information and any copies, photographs, drawings or recordings of any type whatsoever of any of the Confidential Information using the same standards of protection as it applies to its own confidential information;
- c. Only make available the Confidential Information to such of its employees, contractors, agents and professional advisors as required to perform the obligations under this MOU and further have been informed by VESIT of the confidential nature of the Confidential Information and of their obligations in respect thereof;
- d. Forthwith on request of SUD Life and in accordance with such request or upon termination of this MOU either:
 - (i) Return to SUD Life all of the Confidential Information together with all copies, notes or records derived there from and without retaining any copies of the same; and
 - (ii) Destroy all of the Confidential Information which is together with all copies, notes or records derived there from including anything stored in electronic medium and provide certificate to the same effect.

This Clause does not pertain to the information which is in public domain otherwise than by the reason of any breach of this MOU

- e. All materials furnished to one Party by the other shall remain the property of such Party, and shall be returned to it promptly as requested, together with any copies thereof.
- f. VESIT shall protect the information provided by SUD Life with the at least the same level of security that it maintains for its own sensitive and proprietary information.

12. DATA PROTECTION

VESIT shall at all times comply with all relevant requirements of Data Protection Legislations. For the purposes of this Clause, “Data Protection Legislation” means all statutes, enacting instruments, common law, regulations, codes of practice, decisions, recommendations and the like in India concerning the protection and/or processing of personal data, as may be amended or be applicable from time to time including the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

Notwithstanding anything to the contrary contained herein or any other document, VESIT hereby agrees and confirms that it shall not collect, process, store, exploit or use any data (personal or otherwise) of SUD Life / its business / employees / customers received by virtue of this



arrangement, for any reason other than as necessary to perform the services without the prior written consent of SUD LIFE.

In the event VESIT has access to or is in possession of any form of data of SUD Life / its business/ its employees / customers, it shall, unless otherwise agreed between the Parties, promptly destroy and delete such data in accordance with the directions of SUD Life and as per the Data Protection Legislation. Upon deletion / destruction of the said data, VESIT will provide a certification of such deletion / destruction to SUD Life.

VESIT shall take all measures to safeguard SUD Life's data and information from unauthorized disclosure, access and use. VESIT shall ensure that disclosure of SUD Life's data with its staff, representatives, students and employees, shall be on a "need to know basis" only. Further, in case of any breach of security and/or unauthorized access of SUD Life's data, VESIT shall immediately not later than 24 hours from the time of having knowledge of such instance report without any failure such instance to SUD Life. Also, in case of such eventuality, the VESIT shall immediately take corrective measures and confirm the same to SUD Life.

13. INDEMNITY

VESIT agrees to indemnify and hold SUD Life harmless from any action, claim, costs, damages or losses which SUD Life may incur due to any action of VESIT, its employees, faculty or students, including but not limited to any negligence, misconduct, misrepresentation, breach of this MOU, breach of any third party's intellectual property rights or violation of any applicable law.

No party shall be liable for any special, incidental, indirect or consequential damages of any nature. This clause shall survive the expiry or the earlier termination of this MOU.

14. RELATED PARTY

VESIT has confirmed to SUD Life that VESIT or any of its affiliates is not a related party or group entity of any other insurance intermediary registered with IRDAI. VESIT shall inform SUD Life in writing within seven (7) days in case it becomes a related party.

15. AUDIT

VESIT agrees to assist SUD Life in meeting SUD Life's audit and regulatory requirements. SUD Life may periodically review the performance of VESIT and may seek such information as necessary to successfully conduct the review, as per its laid down internal policies & process.

16. ANTI-BRIBERY & ANTI-CORRUPTION

VESIT confirms that it shall conduct its business in compliance with applicable Anti-bribery and corruption laws, and SUD Life's Policy on Anti-bribery and Anti-corruption. It further represents and confirms that it has not been the subject of any investigation, inquiry or proceedings under anti-bribery and anti-corruption laws.

17. NOTICE

All approvals, consents and notices required to be given or served under this Agreement by either Party to the other Party shall be deemed to be given in writing via courier / email / registered post at the following address:

For VESIT Hashu Advan ^o Memorial Address: Complex, Collector's Colony, Society, Mary Chembur Mumbai - 7A	For SUD Life Address:
--	---------------------------------

Sign and Stamp - VESIT



Sign and Stamp - SUD Life

Contact: Dr. (Mrs.) M. Vijayalakshmi	Contact:
Copy to: Dr. Shanta Sondur	Copy to:

18. DISPUTE RESOLUTION

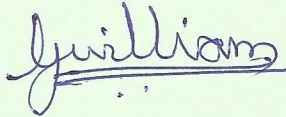
Any disputes or differences arising out of this MOU shall, be settled amicably through consultation between the senior officials of the Parties. If Parties fail to reach an amicable settlement within a reasonable time, the dispute shall be referred to a sole Arbitrator appointed jointly by both Parties according to the provisions of the Arbitration & Conciliation Act, 1996. Any dispute arising between the Parties in relation to this MOU shall be subject to the jurisdiction of the Courts at Mumbai.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET THEIR HANDS AND SEALS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

For V.E.S Institute of Technology

For Star Union Dai-ichi Life Insurance


 Name: **Dr. (Mrs.) Jayalakshmi M. Nair**
 Designation: **Principal**
Vivekanand Education Society's
Institute of Technology
Hashu Advani Memorial Complex, Collector's Colony,
 R. C. Marg, Chembur, Mumbai-400074. Tel. 922 61632532


 Name: **GNANA WILLIAM SILUVAI**
 Designation: **EVP-**

Witness:

Witness:



ANNEXURE A

Project Scope and Deliverables

To be filled by both Parties before beginning work on any project:

Name of Project:	F&U Data Verification Application	
Background:	<p>a. SUD Life products are created as per the specifications mentioned in the 'File & Use' document, which is approved by IRDAI. After the approval is received, the product is set up in the policy administration system of SUD Life, in line with such 'File & Use' specifications.</p> <p>b. SUD Life intends to conduct data verification, for checking that (1) the product specifications set in the system are as per the 'File & Use'; (2) the final values calculated by the system for the end-customer are also as per the correct product specifications.</p> <p>c. Currently, VESIT has agreed to select qualified students from the Department of Information Technology and Artificial Intelligence and Data Science of VESIT under the mentorship of Dr. (Mrs.) Shanta Sondur and Dr. (Mrs.) M. Vijaylakshmi for development of such a data verification application, which will then be implemented at SUD Life premises for business use. In future, Parties may mutually agree on executing other similar projects for different needs of SUD Life.</p>	
Key Deliverable	Software application that will be implemented on the system of SUD Life.	
Timeline for completion of the project	Initial discussion and ideation	40 days
	Software development	100 days
	Testing by SUD Life	10 days
	Bug fixing / adjustments	10 days
	Final installation of program	1 day
	Overall timeline for completion = 161 days	
Main features of the developed application	<ol style="list-style-type: none"> 1. Admin Dashboard/UI 2. Automate validation of Base Data and Primary Eligibility for all Traditional policies 3. After validation, returns a zip file containing 3 CSV files (correct sheet, error sheet, exception sheet) 	
System / platform / hardware requirements for running the application	<ol style="list-style-type: none"> 1. Windows 7 and above OS required 2. 4GB RAM 3. Python 3.10 and Node.js 14 LTS 	
User Acceptance Test Plan	<ol style="list-style-type: none"> 1. Tests including setup job, installing dependencies and running Unit Test cases. 2. Analyzing code with PyLint. 3. Code formatting with Black Formatter. 	

Steps that will be taken for installation of application in SUD premise	<ol style="list-style-type: none"> 1. Install Python 3.10 2. Install Node.js 14 LTS
Steps for fixing errors / bugs / maintenance of software And AMC Details	<ol style="list-style-type: none"> 1. SUD Life shall communicate to VESIT in case any issue arises during usage of the application or any maintenance / update is required. 2. VESIT shall take steps to provide support to SUD Life for such corrections or maintenance. 3. AMC details, if any: _____ 4. If any special resources / unforeseen expenditure is needed for solving such issue, both Parties shall discuss the costs mutually at that time.
Any asset / laptop / document / resource etc. to be provided by SUD Life	<ol style="list-style-type: none"> 1. Laptop 2. File and Used Sheet 3. Book (Column Data) sheet
Estimated no. of VESIT students that will be assigned	<ol style="list-style-type: none"> 1. Estimated no. of students: 17 2. In case any student is unable to continue the work, VESIT shall find a replacement to ensure that the project is able to progress normally.
General qualifications / experience for selecting students	<ol style="list-style-type: none"> 1. Must be a full-time student of VESIT B.Tech / M.Tech degree. 2. Must belong to relevant stream(s): _____ 3. Must be highly motivated and interested in the field of IT and programming. 4. Good communication skills. 5. Insert any other relevant qualification

Guilliam

R



Guilliam