



Vivekanand Education Society's Institute of Technology

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

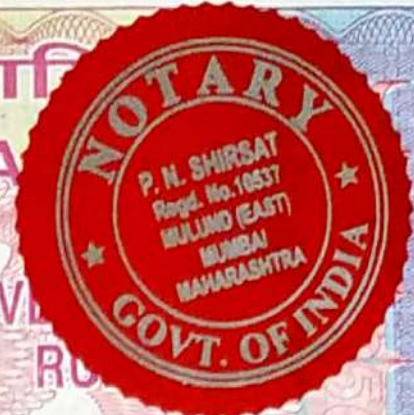
Criteria 3.5 – Collaboration

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

DVV QUERY - Provide e-copies of MoU with (Institution's name) along with dates of starting and completion year-wise signed by both parties.

INDEX

Sr No	Organization with which MoU is Signed	Page No
1	Municipal Corporation of Greater Mumbai MoU	2
2	Star Union Dai-ichi Life Insurance Co Ltd MoU	12
3	CereLabs MoU	36
4	Aditya Jyot Foundation for Twinkling Little Eyes MoU	44
5	Jadavpur University Alumni Association (Mumbai Branch) Trust MoU	50
6	ATS Infotech MoU	51
7	Blocklogy Edutech MoU	54
8	Desai Eye Hospital MoU	60
9	Larsen & Toubro MoU	63
10	Capgemini MoU	69
11	B. Y. L. Nair Ch. Hospital MoU	74
12	Vihang MoU	78
13	IITB MoU	84
14	Automation Industry Association MoU	87



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

मुद्रांक विक्री नोंदणी अनु क्र

660

दिनांक

दस्तावा प्रकार

M.O.

शुद्धी करणार अर्हात वा 7 होय/नाही

मिळकतीचे वर्णन

मुद्रांक विक्री घेण-याचे नाव

दुस-या प्रश्नकाराचे नाव

BMC

BES Institute of Technology

हस्ते अभिल्यास नाव, पत्ता

Vikas Pagar

वता

[Signature]

मुद्रांक शुल्क रक्कम

500

मुद्रांक विक्रीत्याची सही व विक्रीचे ठिकाण

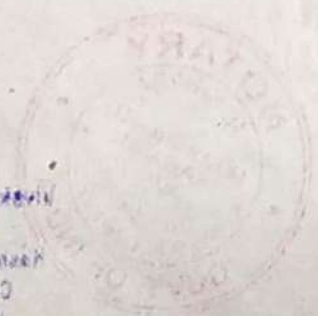
राजे म्हाष्ट्र येडर, दुकान क्र. ३१, प्रभात मॅटार,

संक्टर १-अ, सी.जी.डी.बेलापूर, नवी मुंबई-४००६१४

(सी.डी.डी.गां.)

परवाना क्र. ११०१०४१

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात तक्रारी देण्याकारक आहे.



मिळकतीचे वर्णन
दस्तावा प्रकार
मुद्रांक विक्री घेण-याचे नाव
दुस-या प्रश्नकाराचे नाव
हस्ते अभिल्यास नाव, पत्ता
मुद्रांक शुल्क रक्कम
मुद्रांक विक्रीत्याची सही व विक्रीचे ठिकाण
राजे म्हाष्ट्र येडर, दुकान क्र. ३१, प्रभात मॅटार,
संक्टर १-अ, सी.जी.डी.बेलापूर, नवी मुंबई-४००६१४

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
 Harnu Advant
 Collector Colony, 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.

Vice-Principal
 Institute of Technology
 Kashu 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
 Vivekananda Education Society's
 Institute of Technology
 Neelam 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
Aparna 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

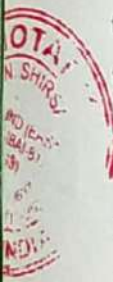
Both parties can terminate this MoU in writing to the other party with thirty days' notice.

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
21/11/2020

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

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

25.09.2020
EEC(SWM) operation
[Signature]
21/11/2020

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

Dy. Ch. E. (SWM) OP.

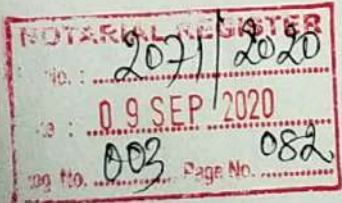
Dr. (Mrs.) M. Vijayalakshmi
Vice-Principal

M. Vijayalakshmi
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
MULLUND (EAST), MUMBAI-400 074
MAHARASHTRA STATE





महाराष्ट्र MAHARASHTRA

2020

BA 301126



जिल्हा कोषागार कार्यालय, ठाणे

- 5 OCT 2020

पत्रक पणन 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



008

जोडापत्र-२/Annexure-II

8 OCT 2020

१. मुद्रांक दिवस	५९४५
२. दातांचा प्रकार	
३. रोजी घेतली जाणारी करपास (आहेत/नाही)	
४. पिकक्यापि घेतल्या जाणारे कायदे	
५. मुद्रांक दिवस संपल्यानंतर कायदे	
६. रोजी घेतल्या जाणारे कायदे, करावयाचे	

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.

७. मुद्रांक दिवस संपल्यानंतर कायदे
 ८. रोजी घेतल्या जाणारे कायदे
 ९. मुद्रांक दिवस संपल्यानंतर कायदे
 १०. रोजी घेतल्या जाणारे कायदे

500/-
 V. S. SHIRSAT

मी याप्रमाणेच या कायदे घेतली व या कायदे घ्यावे याबाबतची मुद्रांक खर्चा कल्पनासुद्धा करीत आहे.

8 OCT 2020





महाराष्ट्र MAHARASHTRA

2020

WY 704881



जिल्हा कोषागार कार्यालय, ठाणे
28 SEP 2020
लिपीक 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.



49758 - 8 OCT 2020

१. मुदतिका विषय वस्तुची प्रकृती	
२. कर्तव्य	
३. कर्तव्य करणारा व्यक्तीचा नाव	STAR UNION DAI-ICHI LIFE INSURANCE COMPANY LTD.
४. मुदतिका करणारा व्यक्तीचा पत्ता	11th & 16th Floor, Vishwaroop IT Park, Raghuleela-Arcade, Sector-30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai - 400 703.
५. मुदतिका करणारा व्यक्तीचा पत्ता	
६. मुदतिका करणारा व्यक्तीचा पत्ता	
७. मुदतिका करणारा व्यक्तीचा पत्ता	
८. मुदतिका करणारा व्यक्तीचा पत्ता	
९. मुदतिका करणारा व्यक्तीचा पत्ता	
१०. मुदतिका करणारा व्यक्तीचा पत्ता	

or *SS* *Scant*

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 (iii) 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. 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



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 Swachhha 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 Swachhha 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


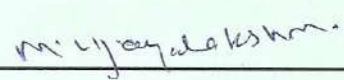

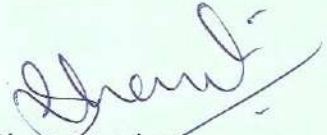


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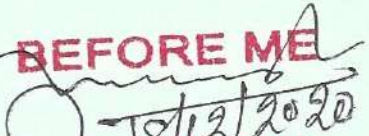


- the Parties hereto in relation to such matters.
- e. Addendums: No modifications, amendment or waiver of terms and conditions of this MOU shall be binding unless made specifically in writing and upon the mutual consent of the Parties.

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



BEFORE ME

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

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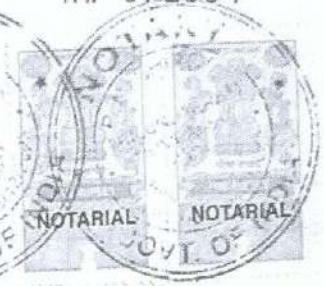


जिल्हा कोषागार कार्यालय

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
Nashu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074 INDIA

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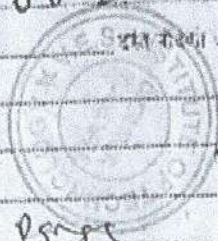
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MOU



विद्यार्थीचे वर्ग

मुद्रांक विकृत पेना-घाचे नाव

दस्तावेज पत्रकाराचे नाव

BMC

BIES Institute of Technology

हस्त लेखक/नाम, पत्ता

M. K. P. P.

वकील

मुद्रांक शुल्क रक्कम

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मुद्रांक विकृतस्थिती मधील व विक्रीचे ठिकाण

राज्य न्याय वेंडर, दुकान क्र. ३१, प्रभात सेंटर,

सबडर - ३, सी. जी. डी. वेल्हापुर, नवी मुंबई-४००६१४

(सी. डी. डी. तां.)

परवाना क्र. ११०१०४१

ज्या कारणासाठी ज्यांनी मुद्रांक घरेदी केले त्यांनी त्याच कारणासाठी मुद्रांक खरेदी करून घेतल्याचे स्पष्टीकरण देण्यात येऊन दिलेले दिनांकपर्यंत वैध आहे.



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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 Arvan Education Society's Institute of Technology, 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 Naty'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

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 Vivekanand Education Society's
 Institute of Technology
 Nachu 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

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 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.

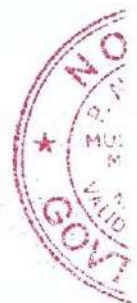
VII. Notices:

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

Vivekanand Education Society's
 Institute of Technology
 Kashu Aghavekar Memorial 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 Wagarikar, Jr. (MCSWM)
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 ~~Vivekanand~~ success of this collaboration, no party is liable in any way.

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Institute of Technology
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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. Anand L. Wagaralkar
Jt. Municipal Commissioner (Solid Waste Management)

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

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

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

25.09.2020
EE(SWM) operation
[Signature]

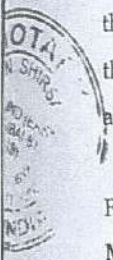
Dy. Ch. E. (SWM) OP.

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



NOTARY REGISTER
2021/2020
09 SEP 2020
003 Page No. 082

Annexure 2

Swechchha 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



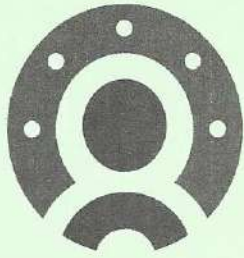
Annexure 3

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



Memorandum Of Understanding

This Memorandum of Understanding (MOU) is executed at Mumbai on this twenty-eighth day of January 2020 by and between:

Between:

Cere Labs Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at F202, Eastern Business District, Bhandup (W) Mumbai – 400080, Maharashtra, India (hereinafter referred to as "**Cere Labs**" which expression shall include its successors, affiliates, nominees and permitted assigns) of the **First Part**;

and

Vivekanand Education Society's Institute of Technology, having premises at Harshu Advani Memorial Complex, Collector's colony, Chembur, Mumbai, Maharashtra, India (hereinafter referred to as "**VESIT**" which expression shall include its successors, affiliates, nominees and permitted assigns) of the **Second Part**.

and

UBM Institute having premises at A/1 Ganesh baug, 214 Bhalchandra road, behind Ruia College, Matunga Mumbai 400019, Maharashtra, India (hereinafter referred to as "**UBM**" which expression shall include its successors, affiliates, nominees and permitted assigns) of the **Third Part**.

(Each, a "**Party**", and collectively the "**Parties**")

Whereas:

- A. **Cere Labs** is engaged in the business of research, designing and implementing software using Artificial Intelligence (**Technology Domain**). Cere Labs has developed a product named Cognie (**Cognie**) which it believes will be useful for other engineers and students to build **AI** applications.
- B. **VESIT** is a well-known institute of learning affiliated to Mumbai University. It offers courses in Engineering, Computer Science and Management to its students. **VESIT** wishes to offer its student an opportunity to work in the **Technology Domain** on practical applications. **Computer Engineering Department, VESIT** believes that such work would help the students in their career.
- C. **UBM** is an established medical diagnosis and research center. Since 1992 it has been at the forefront in High resolution ophthalmic imaging. It has always had the latest technologies which has helped ophthalmic surgeons in the city of Mumbai to make prompt clinical diagnosis and treatment. **UBM** institutes has invested in a

comprehensive image recording and data management system, which has helped to save its data systematically over three decades. UBM wishes to apply **Technology Domain** for the advancement of medical science and patient benefit in the area of Ophthalmic Sonography (**Medical Domain**). UBM owns a large data set which it believes can be the most important component in creating such a system.

D. Considering that the objectives of the parties converge, the parties wish to enter into an agreement that lays down the framework of working together. The parties express their desire to achieve the following objectives through this MOU:

1. Apply AI for advancement of clinical diagnosis in **Medical Domain**. The result can be a product or methodology.
2. Promote learning and application of **Technology Domain** by students.
3. Allow the students to work on the academic requirements such as technical papers and final year projects in the area of **Technology Domain**.
4. Generate valuable literature in the **Medical Domain**.

Now therefore, in consideration of the premises and the terms and covenants contained herein, the Parties hereby agree as follows:

1. Definitions

1.1. For the purposes of this MOU, the following terms shall have the meaning set out below:

1.1.1. "**Consideration**" has the meaning ascribed to it in Clause 3.1.

1.1.2. "**Intellectual Property**" means all patents, trademarks, service marks, logos, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, rights in know-how, trade secrets, and other intellectual property rights and proprietary data, in each case whether registered or unregistered and including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world which are held or beneficially owned by the Company.

1.1.3. "**Technical Domain**" has the meaning ascribed to it in **Recital A**.

1.1.4. "**Medical Domain**" has the meaning ascribed to it in **Recital C**.

1.1.5. "**Development Activity**" has the meaning ascribed to it in Clause 2.1

1.1.6. "**Students**" mean the students belonging to VESIT working under this MOU.

1.1.7. "**Academic Requirement**" is a requirement by VESIT or any other relevant academic institution (such as the University that VESIT is affiliated to) from the **Students** for the purpose of their academic work. **Academic Requirement** can include project work, thesis, presentation or any similar assignment.

2. Development Activity

2.1. **Development Activity** means all activity carried out for apply AI to the medical data **owned** by **UBM**. **Development Activity** will include programming, modelling, annotations, test case writing and testing, writing help document, deployment and any other activity that is necessary for the purpose.

2.2. **Responsibilities:** Following are the responsibilities of the parties in the Development Activity:

2.2.1. **Computer Engineering Department, VESIT** will facilitate allocation of the students for the **Development Activity**. The suitability of the student for the work involved will be ensured by **VESIT**.

2.2.2. **Computer Engineering Department, VESIT** will designate faculty to act as guides for the students.

2.2.3. **Computer Engineering Department, VESIT** will make the best effort to ensure continuity in the **Development Activity** in case a batch of students discontinues work for any reason.

2.2.4. **Cere Labs** will provide the necessary infrastructure for the **Development Activity**. In general the students will work with their own laptops, however, for processing the actual medical data **Cere Labs** infrastructure will be used.

2.2.5. **Cere Labs** will manage the Development Activity coordinating between **UBM** and **VESIT** and ensure that the objectives are met.

2.2.6. **Cere Labs** will provide the expertise in **Technical Domain**.

2.2.7. **UBM** will provide the **Medical Domain** expertise necessary for the Development Activity.

2.2.8. **UBM** has already handed over the data to **Cere Labs** for custody. It will also provide any further information about the data as required.

2.2.9. **UBM** will set the objectives for **Medical Domain**.

2.2.10. In case the **Development Activity** is part of **Academic Requirement**, the details will be discussed by the parties and finally approved by **Computer Engineering Department, VESIT**.

3. Intellectual Property

- 3.1. Intellectual Property here will have its usual meaning, including and not limited by software programs, designs, databases, datasets, AI models, algorithms, methods, explanatory writing, tutorials and so on.
- 3.2. This agreement does not have any effect on the Intellectual Property (IP) held by the parties before the agreement. All respective IP continues to remain with the same party. Any IP created by the parties after the agreement such that it is created individually and not as a result of any activity mentioned in this document will also continue to remain with the party creating it.
- 3.3. Any IP generated as a result of **Development Activity ("Generated IP")** will be jointly owned by the parties. In case of commercial usage, the terms for the same will be mutually decided by the parties under a separate agreement.

4. Publications

- 4.1. Publications include papers submitted to journal, presentations at conferences, poster presentations etc. Publications do not include internal use of the any material.
- 4.2. In case of publications that mention any activity or result produced under this MOU, the parties will adhere to following terms:
 - 4.2.1. Any such publication will be seen and approved by all the parties.
 - 4.2.2. In case of publications in **Technical Domain, Computer Engineering Department, VESIT** will have the authority to edit the contents.
 - 4.2.3. In case of publications in **Medical Domain, UBM** will have the authority to edit the contents.
 - 4.2.4. In case of publications in industry forums, **Cere Labs** will have the authority to edit the contents.
 - 4.2.5. All edits mentioned in (4.2.2, 4.2.3 and 4.2.3) are subject to provision in 4.2.1
 - 4.2.6. The Copyright on the publication will belong to the party preparing it. In case of joint publications, the copyright will be held jointly.

5. Confidentiality

- 5.1. All information given by one Party to the other pursuant to this MOU, will be deemed to be confidential information, whether or not labelled or categorised as confidential. The Parties agree that the execution and existence of this MOU and the contents hereof shall constitute confidential information of each Party.

- 5.2. The dataset of medical images and reports used for **Development Activity** will be treated with utmost confidentiality by the party handling it and special care will be taken to ensure it is not accessed by unauthorized personnel.
- 5.3. Each Party agrees that all confidential information shall be kept confidential and secret shall not be disclosed to any person except to the employees or advisors of such Party on a need to know basis in connection with the transactions contemplated by this MOU. Even if any information is so disclosed, the disclosing Party shall be responsible for any breach by such persons of any confidentiality obligations in respect of such disclosed information.
- 5.4. The foregoing obligations of confidentiality shall not apply to nor restrict the use of information which (a) was already in the possession of the recipient at the time of disclosure and of which the recipient has evidence of such possession; (b) was received from a third person having the right to disclose it; (c) is required to be disclosed as a result of a court order, provided the recipient gives the disclosing Party prior notice of such disclosure so that the disclosing Party may intervene in the proceedings to protect the confidential nature of the confidential information; (d) is required to be disclosed pursuant to any applicable law; or (e) is available publicly otherwise than due to a default of the recipient of such information.
- 5.5. No public announcement of the subject matter of this MOU shall be made by any of the Parties, except with the prior approval of the other Party unless such Party is required to make a disclosure under the provisions of applicable law. If required to be made, the text of the public announcement shall be mutually agreed between the Parties.

6. Term, Termination and Survival

- 6.1. This MOU will be valid for a period of one and half years from the date of execution. Parties can anytime decide to extend or renew the MOU before its termination.
- 6.2. Parties can agree to terminate the MOU before due date by giving a notice of 2 months to each other.
- 6.3. It is expressly agreed that the confidentiality provisions specified in Clause 5 shall survive termination and be valid for a period of 2 (Two) years from the date of termination of this MOU.

7. Representations and Warranties

- 7.1. Each Party represents and warrants that the person signing on behalf of such Party has the requisite authority to sign this MOU on its behalf and to bind such Party.

8. Governing Law and Arbitration

- 8.1. This MOU shall be construed, interpreted and applied in accordance with, and shall

be governed by, the laws applicable in India.

8.2. Any dispute, controversy or claim arising out of or relating to this MOU (including as to the breach, termination or invalidity of this MOU) shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai. There shall be 1 (One) arbitrator appointed by Cere Labs and whose costs shall be borne equally by both Parties. The Arbitration proceedings shall be conducted in English and the award passed shall also be in English. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The arbitrators shall be entitled to award interest, costs and expenses including reasonable attorney's fees.

9. Costs and Expenses

9.1. Each Party agrees that it shall bear its own costs and expenses incurred by it in connection with this MOU, including without limitation costs and expenses associated with retention of financial, legal, tax and other professional advisers.

10. Binding Nature and Assignment

10.1. This MOU is intended to be fully binding on the Parties in accordance with its terms.

10.2. Except as provided herein, neither Party shall assign or otherwise transfer this MOU or their respective rights and obligations hereunder without the prior written approval of the other.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MOU AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY **Cere Labs** by the
hand of its Authorised Signatory
Mr. Dattaram Rajadhyax

D. Rajadhyax


SIGNED AND DELIVERED BY **VESIT** by the hand of
its Authorised Signatory
Head of the Department: Dr. Nupur Giri
Project Mentor: Mrs. Sharmila Sengupta

Nupur Giri
04/03/2020
S. Sengupta
04/03/2020



SIGNED AND DELIVERED BY **UBM** by the hand of
its Authorised Signatory
Dr. Deepak Bhatt

Dr. Deepak Bhatt

UBM INSTITUTE
A. S. Ganesh Baug,
214, Bhalchandra Road,
Behind Ruia Colledge,
Matunga, Mumbai - 400 019.

Witness:

Witness:

APPENDIX to MOU

Following students are appointed from Computer Engineering Department of Vivekanand Education Society's Institute of Technology, V.E.S.I.T, to work in the project mentioned in the attached MOU for the duration Jan 2020 to May 2021.

The details of the students are as follows

- | | |
|-----------------------------|---------|
| 1. Shreyas Sanjay Talole | D12B/67 |
| 2. Aditya Prabhanath Shinde | D12B/61 |
| 3. Atharva Aniruddha Bapat | D12B/07 |

S. Shreyas



MEMORANDUM OF UNDERSTANDING

BETWEEN

Aditya Jyot Foundation for Twinkling Little Eyes
Mumbai, India

AND

Vivekanand Education Society's Institute of Technology
Mumbai, India

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Aditya Jyot Foundation for Twinkling Little Eyes,
Mumbai, India**

And

**Vivekanand Education Society's Institute of Technology
Mumbai, India**

This Memorandum of Understanding is made on this 21st day of August 2019 (“MOU”)

BETWEEN

The Aditya Jyot Foundation for Twinkling Little Eyes (AJFTLE) is a Public Charitable Trust registered with Charity Commissioner, Mumbai under Bombay Public Trust Act, 1950.under registration number E 22701 (Mumbai) and having its registered office at Plot 153, Road 9, Major Parmeshwaran Road, Wadala (West), Mumbai, India, (hereinafter referred to as “AJFTLE”).

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 and (hereinafter referred to as “VESIT”).

Both AJFTLE and VESIT shall hereinafter be jointly referred to as “Parties” and individually as “Party”.

FOR COOPERATION IN THE FIELD OF RESEARCH & EDUCATION

Whereas

- (i) AJFTLE is an independent research institute which specializes in ophthalmology and the practice of ophthalmology research. In addition to research, AJFTLE provides many services to the poor in the field of ophthalmology and the care and screening of eye diseases.
- (ii) VESIT was established by Vivekanand Education Society in the year 1984 at Chembur, Mumbai. The institute is approved by AICTE New Delhi and is affiliated to University of Mumbai. It offers UG courses in the fields of Electronics Engineering, Computer Engineering, Instrumentation Engineering, Electronics & Telecommunication Engineering and Information Technology, PG courses in the fields of Instrumentation & Controls Engineering, Electronics & Telecommunication Engineering

and Information Technology and also offer a MCA course (PG). VESIT is recognised Ph.D. Research Centre of Mumbai University in Electronics Engineering. From its inception, the institute has been striving to develop itself into an institute of quality and excellence in the field of technical education and to serve future needs of our society in concurrence with a fine blend of traditional values and modern education.

- (iii) This MoU is signed between AJFTLE and VESIT, for the purpose of medical research and technology innovation in the field of Ophthalmology and Disease Screening.

Objective of MoU/ Responsibilities of the Parties

- Both the parties mutually intend to conduct research projects and publish the outcome of the research results in journals
- Both parties have an interest and agree to pursue joint funding proposals and grants for collaborative research.
- Both parties have interest in collaborating on innovative technologies and methods which can benefit society
- Both parties have an interest in collaborating in workshops and educational conferences for the benefit of the clinical and engineering communities.

Areas of Cooperation

- The development and validation of camera devices and mobile phone software for obtaining images and/or video of the retina, iris, cornea and other parts of the eye
- The development of computer algorithms which can be used to automatically analyse eye images and help detect biomarkers for various diseases (e.g. diabetes, cancer, hypertension, etc.)
- The development and testing of RFID tagging technologies and mobile NFC technologies which can be used to help locate and find patients living in urban slum areas.
- To work in Research & Development in areas of mutual interest in all fields of ophthalmology.
- Establishing VESIT ADITYA JYOT EYE INNOVATION CENTRE in premises of VESIT for innovations in eye research. VESIT & AJFTLE will bring in resources in the form of equipment, manpower towards its establishment.
- AJFTLE and VESIT will apply together jointly for several grants for the projects to be done at VESIT ADITYA JYOT EYE INNOVATION CENTRE at VESIT.

Now therefore, the Parties hereto agree as follows:

Terms of Agreement

This MOU is effective immediately after it is signed by the Parties. Progress in achieving the objectives referred to herein will be reviewed periodically as mutually agreed and the MOU may be amended at any time by mutual consent. Both the Parties reserve the right to terminate this MOU by either party with one month written notice given to the other party.

Confidentiality

Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this MOU, a collaborative project, without the prior written consent of the other party. The confidential obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the confidential information; information which is independently developed by the receiving party without the use of the confidential information; information required to be released by law; or information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

Intellectual Property

VESIT Inventions. Title to any invention made solely by VESIT's employees and/or students ("VESIT Inventions"), without the use of any AJFTLE data generated in this agreement, shall remain with VESIT. The title to these VESIT Inventions and the right to determine the disposition of any copyrights or copyrightable material first produced or composed solely by employees and/or students of VESIT ("VESIT Copyright") shall remain with VESIT.

AJFTLE INVENTIONS. Title to any invention made solely by employees of AJFTLE, without VESIT data and without VESIT technology, in the performance of AJFTLE Research ("AJFTLE Invention") shall remain with AJFTLE. AJFTLE shall notify VESIT of any AJFTLE Invention promptly after a disclosure is received by AJFTLE's office tasked with licensing technology. AJFTLE (i) may file a patent application at its own discretion or (ii) shall do so at the request of VESIT or any Prime Sponsor (i.e. Sponsor to the research program) at the requestor's expense.

JOINT INVENTIONS. Inventions made jointly by employees of AJFTLE with employees and/or students of VESIT and/or with employees of Prime Sponsor ("Joint Inventions"), shall be jointly owned by the Parties whose employees and/or students made the Joint Invention (the "Joint Invention Owners"). The Parties shall notify each other and the Prime Sponsor of any Joint Invention promptly after an invention disclosure is received by a Party's technology licensing office. The Parties agree that VESIT shall have the first right to file a patent application on a Joint Invention in the names of all Joint Invention Owners. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be **equally shared** by the Joint Invention Owners. If one Joint Invention Owner declines to share in such expenses, the other Joint Invention Owner(s) may take over the prosecution and maintenance thereof, at its own expense, provided that title to the patent remains in the names of all Joint Invention Owners.

Ethics Approvals

It is the responsibility of the investigators from each side to obtain necessary approvals for conducting this study and to ensure compliance with national and global guidelines on biomedical ethics. Each investigator is responsible for any litigation that arises from data collection at their site.

Publications

Parties agree that any publication or conference presentation that makes use of the results and data produced from the collaborative work between VESIT and AJFTLE shall be mutually approved by both parties, and the principal investigators from both parties shall be invited to be co-authors of the publication or presentation. Each investigator has the right to decline the invitation to be a co-author. Both parties acknowledge that it may be necessary to delay publication in order to identify patentable subject matter and allow time for patents to be filed.

Validity and Termination

- Memorandum will enter in to force on the date of signing
- Parties may terminate this MoU at any time by written notice to the other party with notice period of one month.
- Upon termination each party reserves the right to the equipments/ resources brought in by each to this partnership

Force Majeure/Acts of God:

A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of god, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MOU with immediate effect.

Entire MOU:

This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations or MOUs, written or oral. In the event of any conflict between the terms and conditions of this MOU and those of any other MOUs entered into pursuant to this MOU, this MOU's terms and conditions will control.

Dispute Resolution:

This MoU and the Parties' rights and obligations hereunder shall be governed and interpreted in accordance with the laws of India. All disputes or claims arising out of or relating to this MoU will be settled amicably by the Parties pursuant to mutual, good-faith discussions and negotiations.

This MOU shall not be varied, amended or modified by any of the parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both parties.

In the event of failure of amicable settlement between the Parties, such disputes or differences shall be referred to the non-exclusive jurisdiction of courts in Mumbai.

Amendment:

No amendment to this MoU shall be valid unless agreed to in writing by the Parties.

No relationship:

The relationship under this MOU shall not constitute any partnership between the Parties, nor, except as expressly set out in it, constitute any Party as the agent of another party, nor shall any Party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the another party.

Notice:

Any notices required by the terms of this MOU may be given by sending the other party a registered mail or by courier or by email with confirmation.

If to AJFTLE:

To : Dr S. Natarajan
 Address : Plot 153, Road 9, Major Parmeshwaran Road, Wadala (West), Mumbai, India.
 Phone : +91 9920241419
 Fax :
 Email : prof.drsn@gmail.com

If to VESIT :

To : Dr. (Mrs.) J. M. Nair
 Address : HAMC, Collector's Colony, Chembur Mumbai- 400074
 Phone : 022- 61532 511
 Fax : 022-61532 555
 Email : vesit@ves.ac.in

Severability:

If any of the provisions or a portion of any provision of this MOU is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

In Witness Whereof, the Parties hereto have executed this MoU on the Effective Date.

Signatures:

<p>Aditya Jyot Foundation for Twinkling Little Eyes</p> <p><i>Natarajan</i></p> <p>Dr. S. Natarajan Managing Trustee, Aditya Jyot Foundation for Twinkling Little Eyes, Mumbai, India Date :- 21.08.2019</p>	<p>Vivekanand Education Society's Institute of Technology</p> <p><i>J.M. Nair</i></p> <p>Dr. (Mrs.) J. M. Nair Principal VESIT, Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai Date :- 21.08.2019</p> <p>PRINCIPAL, VIVEKANAND EDUCATION SOCIETY'S INSTITUTE OF TECHNOLOGY HASHU ADVANI MEMORIAL COMPLEX, COLLECTOR'S COLONY, CHEMBUR, MUMBAI-400 074, INDIA.</p>
<p>Witnesses:</p> <p><i>Radhika</i></p> <p>Dr. Radhika Krishnan CEO, Aditya Jyot Foundation Mumbai, India</p>	<p><i>M. Vijayalakshmi</i></p> <p>Dr. (Mrs.) M. Vijayalakshmi Vice-Principal VESIT, Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai</p>

MEMORANDUM OF UNDERSTANDING
BETWEEN
JADAVPUR UNIVERSITY ALUMNI ASSOCIATION (MUMBAI BRANCH)
TRUST
AND
VIVEKANAND EDUCATION SOCIETY'S INSTITUTE OF TECHNOLOGY
For
SCHOLARSHIP

This Memorandum of Understanding (MoU) is made and executed at Mumbai on 16th August 2018 by and between

JADAVPUR UNIVERSITY ALUMNI ASSOCIATION (MUMBAI BRANCH) TRUST
(Hereinafter referred as **JUAAMT**), 403, Nirmal, A2/9 Gokuldharm, Goregaon (E),
Mumbai – 400063.

&

VIVEKANAND EDUCATION SOCIETY'S INSTITUTE OF TECHNOLOGY
(Hereinafter referred as **VESIT**), HAMC, Collector's Colony, Chembur, Mumbai –
400074.

Article:

Donation from JUAAMT towards the field of Engineering & Technology Education for **Scholarship in the memory of J. U. Alumnus Late Shri. Tarun Kumar Basu** to one student(Needy & Meritorious) annually, as to be recommended by the VESIT management and to be selected by screening committee of the institute as per their approved criteria, studying in Second Year VESIT from engineering faculty of under graduate study with a cheque of **Rs. 20,000/- and a citation certificate.**

Enter into a MoU for next five years and scholarship be awarded every year commencing from F.Y. 2018-19 onwards on a suitable date and time to be intimated well in advance for this awarding ceremony.

For
JUAAMT



(S P Ray) – Managing Trustee

Seal :



Date : 16th August 2018

Place : Mumbai

For
VESIT



(Dr. Mrs. J. M. Nair)- Principal

Seal :

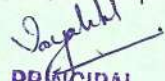


Date: 16th August 2018

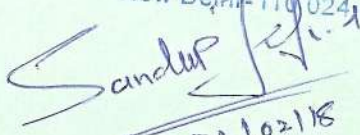
Place : Mumbai

MOU/ Expression of Interest

1. This Memorandum of Understanding is being executed on 22nd Feb 2018, between **M/s ATS InfoTech Pvt Ltd. A Microsoft-AEP(Authorized Education Partner)** having its registered office at L-107, Lajpat Nagar-II, NewDelhi-110024 and represented by **Mr. Sandeep Giyyan JJethani (Director Operations)** hence for purpose of MOU known as '**Delivery Partner**' and **Vivekanand Education Society's Institute of Technology** represented by **Dr. (Mrs.) J. M. Nair (Principal)**, hence for purpose of MOU known as '**Resource Partner**'.
2. Delivery Partner would be offering International Certifications to the interested students from different vendors @ academic discounted price and those students who voluntarily pay the exam fees would be getting bundled training free of cost mapped to the certifications.
3. **This contract in no way creates any financial binding nor does it imply that 'resource partner' has committed to provide any fixed number of student's registrations per year for the certification exams /bundled workshops, the only commitment from their end is to provide platform to address students / seminar to educate and motivate them about the various certifications and subsequent permission for registering the students who are voluntarily interested in the same.**
4. As part of the special offering all exam vouchers provided to the students for certifications would have a **second attempt bundled free** in case the student fails to clear the same in first attempt.
5. Delivery Partner would bundle a '**free of charge**' faculty development Program twice a year for the faculty members of the **resource partner**.
6. Delivery Partner would also **sponsor certification vouchers for faculty members** equivalent to 15% of the total students enrolled in academic year.
7. Delivery partner would also be bundling free subscription of '**mentorbuddy.com**' for **assessment and post assessment support** mapped for both university curriculum and students aptitude test prep.
8. Students would be registering directly for the certification exam by making payment to the SPOC appointed by the **resource partner** or with M/s ATS Infotech Pvt Ltd. either online or offline by chq/cash/DD. Proper receipts would be issued for the same. In case if only the **resource partner** collects the payments, the same would have to be transferred to **delivery partner** max within 7 days, as exam vouchers can only be registered once payment is made. Students would be receiving a conformation mail of their voucher being booked and entitlement to free training/workshop, once they register either online or offline.
9. The fee charged is against Microsoft /other vendor Certification exam and all other services like training are complimentary / bundled free and cannot be linked anywhere with the release of payment to **delivery partner**(in case if the certification fees is collected by **resource partner**).
10. Student would be receiving their **transcript and certificates** for the exam directly in their account in e-format, from the specific vendor like Microsoft /Oracle/Certiport etc. post successfully clearing the exam.
11. Resource Partner would be Provided **15% 'Resource Utilization Fees** 'against use of infrastructure and other resources for the bundled free training. The Resource Utilization fees will be paid on basic fee excluding the taxes.
12. Resource Partner would provide necessary infrastructure within college, like labs with Computers, LCD Projector's, internet etc. for the execution of the **free training** and conducting the **Certification Exam**.
13. Resource partner would allocate time slot either on weekends/holidays /regular slot for minimum 6-8hrs or as per mutual consent with delivery partner for execution of FREE training in their campus.


PRINCIPAL,
VIVEKANAND EDUCATION SOCIETY'S
INSTITUTE OF TECHNOLOGY
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.



Director
ATS Infotech Pvt. Ltd.
L-107, Lajpat Nagar-II
New Delhi-110 024

22/02/18

14. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.
15. The tenure of the contract would be for a period of three years i.e. from **22 feb 2018 to 21 feb 2021**, same cannot be terminated for min period of one year from the date of signing of the MOU.
16. Prices of the certification are subject to yearly review and revision as per the policy of the Certification vendor and other state and govt taxes as and when applicable by the Govt of India. However, a proper communication would be provided, whenever there is impact on the same.
17. **"Resource Partner"** cannot hire or take services from any current full time /part time, ex-employee of the Delivery Partner either directly or indirectly for any fulltime or part time assignment for minimum period of one year from the date of expiry of contract.
18. **"Resource Partner"** must follow from time to time rules/regulation & operational protocols laid down by Microsoft /Certiport other international vendors for their respective certification.
19. In case of any dispute, or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties "however the court of jurisdiction would be Bengaluru.
20. This **clause** is intended to be legally binding and the parties agree and acknowledge that both the terms of this **MOU** and the discussions relating to the collaborative activity are **confidential** and neither party will disclose them without the prior written consent of the other party.
21. **Resource Partner** would issue a letter of completion upon successful completion of the certification and bundled training program.
22. Minimum batch size to run a free training/workshop bundled with Certification will be 50 students however in case the numbers are very less than the decision on the same would be as per mutual consent.

Sr.No	Certification mapped free Workshop	Certification Exam Cost with two Attempts after discount	College Share 'RUF'	Reg Amount	Balance Fees	Program Duration
1	Cross Platform Mobile App. Dev Mapped to Microsoft MTA exam 98-735	2890+ 18% GST Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
2	IOT Mapped to Microsoft MTA exam 98-361	2890+ 18% GST Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs

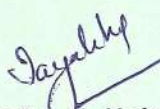
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PRINCIPAL,
VIVEKANAND EDUCATION SOCIETY'S
INSTITUTE OF TECHNOLOGY
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.



Sandeep Jethi
Director, 2 of 3
ATS Infotech Pvt. Ltd,
L-107, Lajpat Nagar-II
New Delhi-110 024
 2/02/18

3	Robotics Mapped to Microsoft MTA exam 98-361	2890+ 18% GST Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
4	Cyber Security Mapped to Microsoft MTA exam 98-367	2890+ 18% GST Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
5	Business Analytics Microsoft MTA exam	2890+ 18% GST Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs
6	Cloud computing Microsoft MTA exam	2890+ 18% GST Students will get 2nd attempt sponsored /free from us incase if they fail in 1st attempt	15% of the basic fees. i.e. 433/-	Rs 1180 GST (inclusive)	RS 2230/ GST inclusive to be paid when free workshop starts.	20-24 hrs

23. Cost of certification Exam after discount bundled with free workshop

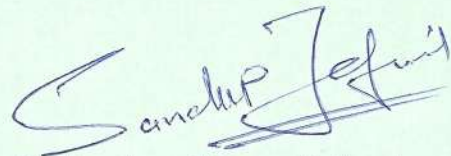

Dr. (Mrs.) J. M. Nair
Principal,

VIVEKANAND EDUCATION SOCIETY'S
INSTITUTE OF TECHNOLOGY
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.



Authorized Signatory

Date: 22 feb 2018



Mr. Sandeep Giyyan JJethani
(Director Operations)
For Resource Partner For ATS Infotech Pvt. Ltd.

Director
ATS Infotech Pvt. Ltd.
L-107, Lajpat Nagar-II
New Delhi-110 024

Authorized Signatory

Date: 22 feb 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is drafted at Blocklogy Edutech Pvt. Ltd. and signed on Date: 12/12/2019.

BETWEEN

Vivekanand Education Society's Institute of Technology, here in after referred to as **VESIT** (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the **First Part**.

AND

Blocklogy Edutech Pvt. Ltd., located at L&T Seawoods Grand Central, Tower 2, Office No. E 511, 5th Floor, Plot No. R-1, Sector 40, Seawoods Station, Navi Mumbai - 400 706, here in after referred to as "**Blocklogy**" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **Second Part**.

WHEREAS:

College / University / Organization (Brief description about College / University / Organization)

1. VESIT, is willing to enter into a **Memorandum of Understanding (MOU)** with **Blocklogy Edutech Pvt. Ltd.** for the skills enhancement initiative by imparting multiple programs for Students, Alumni and Faculties on Next Gen Technologies like **Blockchain, IOT, Ethical Hacking, AI, ML, Data Science** and many more. VESIT, wants to get associated with **Blocklogy Edutech** for long term mutually beneficial goals built over trust and partnership.

2. **Blocklogy** is a mobile based **e-Learning App** for learning next gen front-line technology Blockchain and its integration with latest technology like **Blockchain, IoT, AI, AR, Machine Learning and many more** which starts online at an affordable cost and get certified on Blockchain.

Blocklogy Edutech is an emerging EduTech firm strongly backed by tech sister concerns like **Kmpards Edutech Ltd.** and **Era Swap Technologies** which also serve in Blockchain and emerging technologies.

3. **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:**

1. Objective:

- i. The objective of this MOU is **Industry & Institute Cooperation** by setting up a **Base / Center of Excellence (Blocklogy – School of Blockchain)** in **VESIT**, campus for Students and Alumni on Next Gen front line Technologies like Blockchain, IoT, Ethical Hacking, AI, Machine Learning and many more in future.

- ii. **Center of Excellence** will be setup in **Vivekanand Education Society's Institute of Technology**, Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai-400074 campus.
- iii. Once **Blocklogy** sets up their base, affordable education will be imparted among students based on these amazing technologies using the self-paced eLearning App '**Blocklogy**' exclusively designed for the purpose.
- iv. The **CoE (Center of Excellence)** will work towards 3 areas as pilot project
 - a. **Series of Events / Workshops / Programs / FDPs / MDPs / BootCamps/ Summits / Conclaves / Hackathons** on Next Gen Technologies at your campus both for **internal students** as well as **external students / Faculties & Professionals, etc.** where The **VESIT**, campus acts as the base or organizers.
 - b. Getting these **frontline Technologies aligned along with the curriculum** in collaboration with The **VESIT**, campus, through **Customized Skill Development and Training Programs with Certification (Customized Training Programs or Short-Term Course)** at very affordable cost exclusively for students of your esteemed organization. We start with **Blockchain in phase 1** and **IoT, AI, ML, Data Science, etc. in Phase 2** as per mutual convenience.
 - c. **Internships and outsourcing industry-oriented technology based Live Projects** to the **trained and skilled students** of **VESIT**, campus and incentivizing the deserving candidates. **Blocklogy** will support **VESIT**, campus and students in **Research and Learning and Internships on real time projects or practical use-case.**
- v. **Blocklogy** will provide **mentorship, grooming, customizations, internal audit, etc.** to the **student / Group of Students** who will successfully complete **Blocklogy** courses to have **flair for technology, ideation for technical product, Any MVP ready or Proof of Concept ready on revenue sharing mode.**
- vi. **Blocklogy** will offer **internship opportunity** to students (**who complete master package of Blocklogy courses**) of your institution, where they will get the **chance to work with development team (both Offsite and Onsite)** on **multiple use-cases of Era swap Ecosystem or Other Blockchain based products and projects.**
- vii. Once the programs start running successfully, **Blocklogy** will promote **entrepreneurship and freelancing** among the **employable and skilled youth** through our platforms and **incubation for the commercially viable, long lasting, potential, need based innovative Projects** which will be selected.

2. Period of MOU:

This MOU shall come into force and effect from the **date of execution** and shall remain **valid for next one year or either of the party shows consent to terminate the agreement.**

3. Roles & Responsibilities of VESIT, Campus:

- i. **VESIT**, shall provide the infrastructure of **Place, Lab, Resources, Systems, Research Centre, LCD Projector etc.** for the **Center of Excellence**. Also, the other labs, software and other research equipment available in the lab, if required.
- ii. **VESIT**, will act as **medium of communication** between the students and Blocklogy for **Project, Products, Internships, Events, etc.**
- iii. **VESIT**, will offer **collaborative and customized short-term programs** on technology like **FDP (Faculty Development Program), STTP (Short-Term Training Program) Summits, Conclaves, BootCamps, Hackathons, or Certification courses.**
- iv. **VESIT**, will assign an **Internship Coordinator** to work directly with the designated Company to enhance the student's learning experience and in resolving issues, if any, in order to make overall internship Program flawless.
- v. **VESIT**, has to act as a bridge so that potential students should subscribe for complete learning package of Blockchain being offered through Blocklogy app and **utilize Blockchain in developing projects.**
- vi. For the students undergoing Internship through Blocklogy eLearning App, **VESIT**, should accept responsibility for final determination of the student's evaluation for the internship course.
- vii. **VESIT**, shall create awareness amongst its students for promotion of the activity especially Internship Program.

4. Roles & Responsibilities of Blocklogy Edutech:

- i. **Blocklogy** will provide facilities both **online & offline** depending on the participants of the students / Alumni on **content, learning & support, mentorship** within its capabilities, which may be necessary to the student's effective performance of his/her learning task.
- ii. **Blocklogy** agrees to **setup Centre of Excellence** which will act as the foundation for **innovations, ideations, application** being developed by the students / Alumni in the **relevant technologies** in which **Blocklogy** operates.

- iii. **Blocklogy** also agrees to help and mentor **deserving and shortlisted Students to develop Industry Oriented Projects** as per requirement in customized manner as per their skillset and area of interest.
- iv. **Blocklogy** will also outsource Industry Projects to **efficient and qualified students of your institution both individually** or in a group.
- v. **Blocklogy** will assign a **specific member of staff** to direct and coordinate the student's internship, to complete evaluation forms and to evaluate student based on their performance.
- vi. **Blocklogy** will establish a clear and measurable criterion for **evaluating and grading** the student's performance on the basis of Blocklogy eLearning App.
- vii. **Blocklogy** will **monitor** fulfillment of the student's time and work requirement by endorsement of weekly or biweekly time records, completed by the student in the learning app.
- viii. **Blocklogy** agrees to issue a **letter of Internship** to the students who subscribe for the Master package of Blocklogy Courses and undergo Internship successfully.
- ix. **Blocklogy** agrees to issue a physical copy of **certificate of internship** to the student who **successfully complete** their internship with all the deliverables required as per learning app.
- x. **Blocklogy** will help students / Alumni getting **certified on Blockchain** through its Self-Paced eLearning App.

5. Roles & Responsibilities of VESIT, Students and Alumni:

- i. **Report to the Blocklogy organization** on conformance or physically with an agreed upon schedule, (to be mutually agreed upon by, both the student and mentor supervisor / internship supervisor).
- ii. Perform to his/her best ability and subscribe the **Blocklogy app for Master Programs** – Blocklogy and completes all the Levels & get certified along with their own Minor Project.

6. Certification:

Certificates/E-Certificates shall be awarded to the students, Alumni & Faculty members on **successful completion** of the **internship/ work/ task outsourced/ assigned** by the **Blocklogy Edutech** as per the rules of organization.

7. Benefits to VESIT, Campus:

- i. Getting these Future-oriented technologies embedded in **VESIT**, academic curriculum either externally or internally will give **the participants** an edge over others
- ii. These emerging and futuristic technologies base at **VESIT**, campus will help to fill the gap between Industry and Academia
- iii. The best identified project & students of **VESIT**, will be provided opportunity & showcased to other Colleges as success testimonial.
- iv. The Students and Alumni of **VESIT**, will get Certified and Trained on projects for **Global Community** which will give them **tremendous exposure**. The students will learn problem solving & solutions.
- v. Your students and Alumni of **VESIT**, will get a launch platform for their **ideations, projects, products, MVPs through Centre of Excellence**.
- vi. All selected and deserving students of **VESIT**, will get **incentivized, scholarships or rewarded as per their delivery for projects and products**.
- vii. The faculties of **VESIT**, will get upgraded and certified through **Faculty Development Programs (FDP / STTP), TEQIP or Customized Events** so that learning can be spread widely.
- viii. **VESIT**, can track the **progression and learning curve** of every enrolled student from the campus or faculties.
- ix. **VESIT**, can run both **Online/ Offline autonomous** courses in collaboration with Blocklogy in future on upcoming as well as trending technologies.
- x. **VESIT**, can edit or omit existing programs as well as can **add new programs** according to the requirements from industry or academics. These **customized courses of short and long-term duration**, as per college requirement will be **chargeable & revenue** sharing basis finally promoting the institute by proving its legacy in technical excellence.

8. Limitations and Warranties:

Both parties agree that it would be their Endeavour to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

9. Termination:

- i. Both parties can terminate the MOU with a prior written thirty (30) days' notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.

- ii. Both parties also agree that it would be their professional Endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Projects / Research & Development Work, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

This MOU contains the entire understanding between the parties in relation to the **Industry & Institute Collaboration for skill development and collaborative programs for students and faculties on Next Gen Frontline Technologies.**

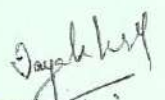
This Agreement does not impose any financial liability on the parties hereto.

If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

IN WITNESS WHERE OF, the Parties hereto have duly executed this Agreement as on the day, month and year first herein above written

For VESIT

For Blocklogy Edutech


PRINCIPAL,
VIVEKANAND EDUCATION SOCIETY'S
INSTITUTE OF TECHNOLOGY
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.
(Authorized Signatory)

Name: Dr. (Mrs.) J. M. Nair


Designation: Principal

Place: Mumbai

Date: 12/12/2019

Stamp:





(Authorized Signatory)

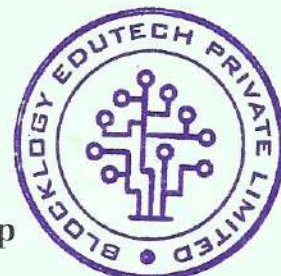
Name: TARUN BAUR

Designation: DIRECTOR

Place: MUMBAI

Date: 12/DEC/2019

Stamp





Vivekanand Education Society's Institute of Technology

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

Dr. (Mrs.) J. M. Nair

M. Tech., Ph.D. (IIT-B)

Principal

Ref. No.: VESIT/PRL/1325/2019-2020

MEMORANDUM OF UNDERSTANDING

Date: 30/10/2019

THIS MEMORANDUM OF UNDERSTANDING is made on this day of 1st November, year 2019, by and between Vivekanand Education Society's Institute of Technology (V.E.S.I.T), Department of Computer Engineering, Chembur and PBMA's H. V. Desai Eye Hospital having their place of work at Pune.

RECITALS:

1. The Department of Computer Engineering, V.E.S.I.T is desirous to conduct research in the area of Health Care and execute a project titled "Detection of Eye Tumor and its Response to Treatment".
2. The purpose of this study is to develop a system for efficient calculation of Retinoblastoma.
3. The outcome measures of the project shall be conducted through clinical tests.
4. STUDY RATIONALE: To detect the presence of Retinoblastoma in fundus images of eyes and to provide an efficient report stating the percent reduction of the tumor at each stage during the treatment.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE AND OBJECTIVE OF THE RESEARCH/PROJECT

- 1.1 To examine the feasibility/develop and validate the system for detection of Retinoblastoma and its response to treatment.

Primary objective: To detect Retinoblastoma in fundus images of eyes and to monitor the improvements occurred at each stage of the treatment .

Secondary objective: To develop a tool to gather data so as to determine whether a patient has improvement after treatment to eye tumor patients.

2. ARRANGEMENT

- 2.1.1 It is agreed and understood that Department of Computer, V.E.S.I.T and Department of Oculoplasty, PBMA's H. V. Desai Eye Hospital jointly shall do Data Collection, Data modeling and Analysis and Report Writing.
- 2.1.2 It is agreed and understood that V.E.S.I.T, Department of Computer Engineering and PBMA's H. V. Desai Eye Hospital, Department of Oculoplasty shall jointly do Protocol Preparation, Overall Coordination and Expert Advice.
- 2.1.3 It is agreed and understood that the total duration of the project is from the day of the signing of the MOU till April 2020.
- 2.1.4 It is agreed that the parties associate exclusively for the purpose of the project within the region specified.
- 2.1.5 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.

2.1.6 The parties hereto Department of Oculoplasty, PBMA's H. V. Desai Eye 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.

2.1.7 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 Oculoplasty, PBMA's H. V. Desai Eye 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 PBMA's H. V. Desai Eye Hospital, shall also recruit the participants of the study and the persons responsible for the same are Dr. Kuldeep Dole, Dr. Sonal Chaugule and Mrs. Priya R. L, Assistant Professor, 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 Oculoplasty, PBMA's H. V. Desai Eye Hospital are Mrs. Priya R. L, BE students(4) and Dr. Kuldeep Dole and Dr. Sonal Chaugule respectively .

4. CONFIDENTIALITY

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

4.1.2 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.

4.1.3 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.

4.1.4 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.

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

5. CONSIDERATION

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

6. OWNERSHIP OR CREDIT OF THE STUDY RESEARCH/PROJECT

6.1.1 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.

6.1.2 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



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Dr. (Mrs.) J. M. Nair

M. Tech., Ph.D. (IIT-B)
Principal

Ref. No.: VESIT/PRL/1325/2019-2020

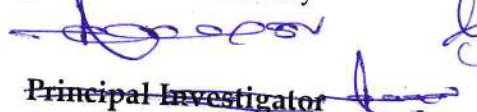
Date: 30/10/2019

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


Principal Investigator
Col. Dr. Madan Deshpande
Chief Medical Director
PBMA's H. V. Desai Eye Hospital




Principal Investigator
Mrs. Priya R. L
Assistant Professor,
Dept. Of Computer Engineering
V.E.S Institute of Technology, Mumbai

Memorandum of Understanding between
Larsen & Toubro (Corporate Technology Engineering Academy - CTEA Madh)
and
V.E.S.Institute of Technology

This Memorandum of Understanding (MoU) entered on this day 1ST December , 2018 between Larsen & Toubro (Corporate Technology & Engineering Academy - CTEA Madh), Near Customs House, Versova Creek, Madh, Mumbai - 400 061.

The V.E.S Institute of Technology, HAMC Collectors Colony, Chembur Mumbai 400074,

With an intention to foster Industry-Institution partnership and to effectively complement each other's efforts in serving cause of industries and students, and to facilitate growth and development of industries, it is proposed to constitute a joint council with representatives from L&T - CTEA and V.E.S.Institute of Technology to oversee/co-ordinate in implementing the various activities as enumerated below:

V.E.S.Institute of Technology & LT- CTEA will jointly utilize their infrastructure for research / projects / surveys on live / contemporary issues for mutual benefits.

V.E.S.Institute of Technology & LT- CTEA will jointly organize seminars / conferences, Technology Development Programme (TDP), long-term / short-term programmes, Certification Programmes for enhancing skills / competency of employees.

V.E.S.Institute of Technology & L&T - CTEA will jointly work for Govt / Non govt. Agencies for the project on skill building, talent development, etc.

V.E.S.Institute of Technology & L&T - CTEA will identify and work towards enhancing Employability of Students, Campus to Corporate Transformation programmes.

V.E.S.Institute of Technology - CTEA will publicize various programmes which are initially Agreed.

Areas identified for joint working

A. L&T – CTEA Madh and VESIT will jointly run programmes for industries and colleges.

V.E.S.Institute of Technology shall provide the subject matter experts, content and infrastructure as at Madh for the programmes proposed. L&T – CTEA shall talk to industries about the programmes being conducted under joint collaboration agreed on various dates and terms in the year.



SPX



B. Programmes / Workshops / Projects.

L&T - CTEA will recommend resource persons from the industries for the Programme. The faculty members may be utilized based on the need and honorarium will be paid as per norms, and as per discussion held considering the person involved. VESIT will also provide similar faculty members as and when required, based on their availability. L&T - CTEA will make use of training facilities at the V.E.S.Institute of Technology and Centre for Training in Advanced Technologies (CTAT) since the main objectives are:

To bridge the gap between industry and academia providing hands-on training.

- (ii) To provide world-class training on cutting-edge technologies, at affordable costs to industries.
- (iii) Expose the students to recent technologies and practices through internships, short term training programs and projects at UG and PG Level.
- (iv) Involve in the Innovation Center of V.E.S.Institute of Technology for mentoring students for entrepreneurship.

C. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties undertake to (i) hold such Confidential Information in strict confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU. A non-disclosure agreement may be signed where required.

D. Intellectual property Rights: Both organizations shall respect each other IPR rights. Any common IF developed shall be done under a separate agreement.

E. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.

F. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship **with** third parties.

G. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU with the other party's prior written consent as to such



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Release or announcement. However the organization is may publish the activities undertaken without specific reference to the Mou.

- H. This MoU shall not be amended without the prior written consent of both the parties.
- I. **This MoU will be effective for One year from 1s¹ Dec 2018 to 31st Dec 2019.** This MoU can be renewed based on mutual convenience.
- J. Governing Law; This Moll shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.
- K. **Termination:** Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
- L. Notices: All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follow:

To L &T-CTEA-Madh

Head, CTEA
Larsen Et Toubro
Madh Training Academy
Near Customs House
Versova Creek, Madh,
Mumbai - 400 061

To VESIT

The Principal, Dr.(Mrs.) J.M.Nair
V.E.S.Institute of Technology,
HAMC Collectors Colony, Chembur
Mumbai 400074

Or to such other person or addresses as any of the Parties shall have notified to the others. All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in written by letter, fax or telegram.

Force Majeure:

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

Fire, Explosion, Cyclone, Floods, Droughts, Earthquakes, Epidemics:

War, Revolution, acts of public enemies, blockage or embargo, riots and civil commotion;

Any law, order proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; Strikes, Shutdown or labor disputes which are not instigated for the purpose of avoiding obligation herein;

Jayesh



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Or

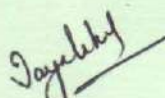
Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performance, and when removed the party shall continue performance with the utmost dispatch.

Indemnity: Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein.

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first herein above written under their respective seal of office.


For L&T - CTEA-Madh
Bhavansingh A Damahe

Authorized Signatory:-


For V.E.S. Institute of Technology

Dr.J.M.Nair

PRINCIPAL,
VIVEKANAND EDUCATION SOCIETY'S
INSTITUTE OF TECHNOLOGY
HASHU ADVANI MEMORIAL COMPLEX,
COLLECTOR'S COLONY, CHEMBUR,
MUMBAI-400 074, INDIA.



Annexure A

Schedule of Rates for Training provided by VESIT for subject like Prayag Hands On Training , related subjects at VESIT or L&T - CTEA Madh:

Sr No	Particulars	No's	
1	Period	1 Years	
2	No. of Programmes in an Year	4	
3	Charges per day for a Programme at College Premises	Full Day	Half Day
	3a. Faculty Et Lab for Basic programs	25000*	NA
	3b. Only Faculty	NA	NA
4	Charges per day for a Programme at College Premises	Full Day	Half Day
	4a. Faculty Et Lab for Advance programs	25000**	NA
	4b. Only Faculty	NA	NA
1. Taxes extra as applicable.			

Training done at L&T CTEA Madh Campus at Mumbai

LEtT shall provide detailed requirements on topics and VESIT shall provide the resource people required. Either side has the discretion to reject or accept an offering giving valid reasons. All the required training facilities shall be provided by LET and content and equipment used for activity based learning will be provided by VESIT will provide Pre-training material for the module so that basics can be read by the employee before coming for the session and Post-training study material in soft copy could be given to all the participants.



Jayashree



Safety gallery training & other industrial lab exposure will be provided for students of VESIT at a nominal rate as per mutual agreement.

Training held at VESIT

For all trainings held at VESIT Mumbai, College faculty and other faculty will take up the entire day session. Accommodation of 3-4 additional participants in a classroom should be taken care of, when required maximum batch size would be 24-25. Session to start at 9.15 a.m. so that can be completed by 5.15 p.m. to avoid traffic issues in the evening.



A handwritten signature in blue ink, possibly reading "Jagdish", written in a cursive style.





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
SEZ, IT3/IT4, Airoli Knowledge Park,
Thane Belapur Road, Airoli,
Navi Mumbai - 400708, Maharashtra, India.
Tel: + 91 22 7144 4283 | Fax: + 91 22 7141 2121
www.capgemini.com/in-en

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 17th July 2018 by and between:

Capgemini Technology Services India Limited, a company incorporated under the Companies Act, 1956 with its office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune – 411057 Maharashtra (hereinafter referred to as “**CAPGEMINI**” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

Vivekanand Education Society’s Institute of Technology (VESIT), located at Hashu Advani Memorial Complex, Collector’s Colony, Chembur, Mumbai 400074. hereinafter referred to as the “**Institution**” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

CAPGEMINI and The Institution are also referred to as the “**Parties**” in the collective and as the “**Party**” in the singular.

1. This MOU between CAPGEMINI and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent (“Collaboration”). The Collaboration hereunder shall commence on _____ and will be valid for 2 years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity: (Refer Annexure I)
2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. Institution agrees to unconditionally grant CAPGEMINI a preferential status for recruiting its students from the campus.



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5. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
6. Neither party shall:
 - a) Infringe the intellectual property belonging to the other party
 - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
 - c) Be or represent itself as a representative of the other
 - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.

7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

Both Parties agree and confirm that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assume full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agree that it shall be liable for all such actions as though those actions were the actions of the other.

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.



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Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

8. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU.
9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable CAPGEMINI policies when working on CAPGEMINI premises with regard to Collaboration. The Institution agrees to keep CAPGEMINI fully indemnified against any unlawful activity or breach of instructions from CAPGEMINI by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.
11. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
12. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

[Handwritten signature]

[Handwritten initials]



Accepted for and on behalf of Capgemini
Technology Services India Limited

Accepted for and on behalf of Vivekanand
Education Society's Institute of Technology
(VESIT)

Signed: K. Jagadeesh

Signed: Jayalalitha

Name: KUNHAM JAGADEESH

Name: Dr. (Mrs). J. M. Naik

Position: VICE PRESIDENT

Position: Principal

Date: 30 Aug 2018

Date: 30 Aug 2018



[Signature]

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Commitments from Capgemini:

- Deliver minimum of 2 guest lectures on leading technologies or mutually agreed topics subject to expert's availability
- Orient Faculty members to new technologies through Two day faculty development program once in a year
- Conduct workshop to make students embrace new technologies or methodologies
- Provide project ideas and remotely mentor students (max 10) to execute projects in College Campus
- Provide opportunity for College Students and Faculties to participate in Capgemini's TechFiesta
- Explore possibility of providing Booth Space at Mumbai TechFiesta to showcase VESIT's Best Project
- Conduct awareness sessions and optionally run mock tests to help students prepare for placement
- Capgemini Tour for Final Selects (max 30) and Happy Hour for Final Selects (Connect with Senior Leaders, HR)
- Mentor sessions for the Final Year College Project
- Capgemini to provide pre joining learning opportunities (eg ADAPT) to Campus selects
- Review the course curriculum provided by college and recommend revisions to be aligned with Industry needs
- Reward **Best Student** of the College from Circuit branches
- Capgemini to provide Exhibition/Project Expo Panelists (min 2)

Expectations from VESIT

- Closely work with Capgemini Relationship Sponsor to agree on Engagement Charter
- Agree on dates, topics, time slots for Guest Lecture, FDPs and other activities
- Encourage Students to actively participate in all engagement activities
- Invite Capgemini representatives to participate in College's TechFest
- Include Capgemini representatives on the Advisory board/Committee to give inputs on Curriculum
- Support during Campus drives and provide preferential hiring slot to have access to 90% of campus pool
- Provide extensive support to launch new initiatives (such as ADAPT)

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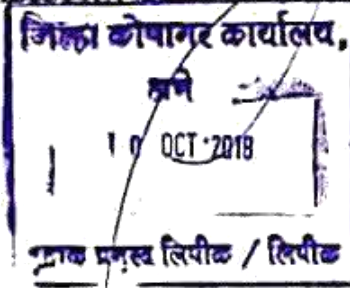




महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this day of 12th October, year 2018, 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 learning disability and execute a project titled "Dyscalculia Detection using Artificial Intelligence."
2. The purpose of this study is to develop a system for efficient evaluation of dyscalculia
3. **STUDY RATIONALE:** To study and find out the effectiveness of the questions used in the tests to identify Dyscalculia and provide an efficient and effective set of questions to detect dyscalculia through a predetermined AI programme.

- 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 March 2019.
- 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, T.N.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. Nupur Giri, H.O.D., 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. Nupur Giri, Sharmila Sengupta, students(4) and Dr. Alka Subramanyam and Dr. Sonakshi Jyrwa respectively .

4. CONFIDENTIALITY

- 4.1 The parties and the persons responsible and working on the project shall keep confidential all 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 all 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.

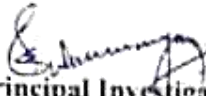
6. OWNERSHIP OR CREDIT OF THE STUDY RESEARCH/PROJECT


- 6.1 It is agreed that the ownership and credit for the research project and the 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

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


Principal Investigator 2-10-18
Dr. Alka Subrahmanyam
Associate Professor
Dept. of Psychiatry
T.N.M.C. and B.Y.L. Nair Ch. Hospital


Principal Investigator
Dr. Nupur Giri
Professor, H.O.D.
Dept. Of Computer Engineering
V.E.S Institute of Technology,
Chembur, Mumbai

+



Vivekanand Education Society's Institute of Technology

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

Dr. (Mrs.) J. M. Nair

M. Tech., Ph.D. (IIT-B)

Principal

Ref. No.: VESIT/

MV/1220/2017-2018

Date: 30/10/17

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING between **Vihang Leisure**, having their registered office at **14-Shop, Grand square, Anand Nagar, Ghodbunder Rd., Thane (W) 400615** and **Vivekanand Education Society's Institute of Technology, Mumbai** henceforth referred to as the Visiting Institute, on 14th October 2017 is to establish that both parties are willing to enter into an agreement to avail **Vihang Leisure** services.

1. PROGRAM DETAILS

Customized experiential learning programs will be designed by our expert for the Visiting institute in best interest of its students, as mutually agreed by both the parties. As per current understanding, we are going to conduct a program that will comprise of:

Industry Visit to Silvassa & Daman (3 Days)	
Source	Mumbai
Destination(s)	Silvassa & Daman
Price	3999/- per student
Travel Dates	04 th Jan to 06 th Jan 2018
Mode of Intercity Travel	AC Buses
Accommodation	Luxury Hotels
Number of students	210
No of meals per Day	Breakfast + Lunch + Dinner Only



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M. Tech., Ph.D. (IIT-B)

Principal

Ref. No.: VESIT/

Date: 31/10/12

2. Standard payment Policy

Payments will be made to **Vihang Leisure** in three installments that are structured as:

Sr. No	Event	Payment due on	Payment Amount
1	First Installment	On MoU Signing	50% of Total
2	Second Installment	On the day of departure	30% of Total
3	Third Installment	2 days after arrival	20% of Total

If the Visiting Institute opts for TDS, only 2% will be permitted u/s 194(c).

The certificate for the same should be sent to us at the end of the relevant quarter in which TDS was deducted.

3. Cancellation Policy, if the Institute initiates cancellation of Industrial visit:

Time of cancellation (prior to execution)	Deduction
30 days or more	10% of total
15-30 days	30% of total
01-15 days	80% of total

If the tour stands cancelled due to force majeure or vis majeure, **Vihang Leisure** shall not be liable to offer any refund.

4. Cancellation Policy, if the Tour operator initiates cancellation of Industrial visit:

- If the tour operator discontinues tour (40 days or more) before commencement they should refund full amount which was given to them + Penalty of 10% of total amount.
- If the tour operator discontinues tour (15 - 30 days) before commencement they should refund full amount which was given to them + fine of 20 % of total amount.



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M. Tech., Ph.D. (IIT-B)
Principal

Ref. No.: VESIT/

Date: 31/10/17

c. If the tour operator discontinues tour (01 - 15 days) before commencement they should refund full amount which was given to them + fine of 30% of total amount.

5. Terms and Conditions

- a. Vihang Leisure shall follow the relevant AICTE guidelines.
- b. All bookings (including companies) will be initiated only after receiving the first installment.
- c. One Faculty member can travel complimentary for every 25 students.
- d. Company shall appoint event manager for proper management, conduct during the industrial visit (2 managers /100 students)
- e. Meals as mentioned on page 1 will be provided by Vihang Leisure. One Mineral water bottle will be provided per student per day
- f. Non-veg meals will be made available only during hotel dinners (except for Gujarat / Rajasthan).
- g. Student's accommodation at hotels will be on Quad-Sharing Basis. Faculty Accommodation at hotels will be provided on Twin / triple Sharing basis.
- h. College shall appoint one/two POC for the purpose of communication with Vihang Leisure.
- i. Cost of any damage done by students to any property shall be borne solely by the students.
- j. Early check-ins and late checkout costs will be incurred by students/colleges.
- k. Sightseeing ticket cost will be borne by the students until and unless specified in the itinerary.
- l. Train ticket are non-transferable.
- m. Vihang Leisure shall provide a travel insurance of INR ^{per} 2,00,000 per student.
- n. Vihang Leisure shall not be held responsible for any injury/fatality caused during the eduventure due to an accident or otherwise.
- o. Anything not stated explicitly in the MoU will be charged extra and will be subjects to availability.



Vivekanand Education Society's Institute of Technology

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Principal

Ref. No.: VESIT/

Date: 31/10/17

- p. Any change in the number of students will lead to a change in price.
- q. Failure to adherence to payment deadlines may lead to cancellation of the event.
- r. Vihang Leisure shall not directly contact students enrolled for the visit.
- s. Vihang Leisure will submit a detailed schedule including company names, hotel details, etc. 10 days prior to the eduventure commencement subject to the fact that the payment from the Visiting Institute is as per the agreed upon timeline.
- t. The POC of the tour operator will accompany the students for the tour.

Authorized signatory for Visiting Institute

Name: Dr. M. Vijayalaxmi

Date: 31/10/17

Authorized signatory for Vihang Leisure

Name: Khosri Gauri

Date: 31/10/2017



THA N^o

182017

महाराष्ट्र शासन

मुंबई दुकाने व संस्था अधिनियम, १९४८

नमुना 'ड'

(महाराष्ट्र दुकाने व संस्था नियम, १९६१ च्या नियम ६ अन्वये)

संस्थेच्या नोंदणीचा दाखला

१. नोंदणी क्रमांक : २३३३ - ३३२९
२. संस्थेचे नाव : विद्या मेअर हॉपीडिय
३. कामावर लावण्याच्या (मालकाचे) नाव : डॉ. सुशी खारवीन गौड
४. धंद्याचे स्वरूप : हर्सि ऑस ट्रेडिंग्स भाँफीस
५. धंद्याच्या ठिकाणचा पत्ता : २६, पंचपत्रेश्वर सदन, किसन नगर नं. २, शिंदे नं. १६, वागळे इस्टेट - ठाणे (प)
६. पूर्वीचा नोंदणी क्रमांक : मु. फॉर्म व्. ५११८ वि. ३३३४ रु. १२०/
७. कामगार संख्या : ८. साप्ताहिक बंद वार :

दुकाने निरीक्षक
ठाणे.

मुंबई दुकाने व संस्था अधिनियम, १९४८ अंतर्गत निरीक्षक यांचे कार्यालय

असा दाखला देण्यात येत आहे की, वरील संस्था ही
संस्था मुंबई दुकाने व संस्था अधिनियम, १९४८ अन्वये व्यापारी सास्थापना म्हणून
नोंदली आहे. तारीख ५/३/१४



मुंबई दुकाने व संस्था अधिनियम, १९४८.

दुकाने निरीक्षक

ठाणे.

(१६ डिसेंबरपूर्वी नूतनीकरण करावे.)

(वरील माहितीमध्ये बदल झाल्यास त्याची नोंद)

(हा केवळ नोंदणी दाखला असून परवाना नाही आणि हा दाखला देण्यात आल्यानुळे ज्या वास्तूत हे दुकान/आस्थापना स्थित आहे. त्या वास्तूत कोणतीही वैधता आपोआप बहाल होत नाही. तसेच ज्या वास्तूत हे दुकान/आस्थापना स्थित आहे, ती वास्तू आज विनांक वेळेस अस्तित्वात असल्यासंबंधात या दाखल्यानुळे कोणताही हक्क वा स्वामित्व सवरहू नियोक्त्यास प्राप्त होत नाही.)

“ बालकामगार कामावर ठेवणे गुन्हा आहे ”

(शा.न.मु.) आरए २०६० (१,००,०००-११-२०१०)

[मागे पहा

The Branch Manager,
GIB ROAD Branch

Date: 03/11/2017

Ref. Name : VIHANGI LEISURE HOLIDAYS

12 digit Account. No

1	8	8	9	0	5	5	0	0	0	9	9
---	---	---	---	---	---	---	---	---	---	---	---

Cust ID No.

5	3	5	3	4	9	1	1	8			
---	---	---	---	---	---	---	---	---	--	--	--

With reference to the aforementioned account I hold with your Bank, I request you to kindly

- Issue me a Balance Certificate
 - Stating the balance in my Savings Account with you.
 - Stating the balance in my Savings & Fixed Deposit Account with you.
 - Stating the balance in my Savings & Fixed Deposit account with you and the equivalent amount in USD or _____ currency.
- Issue me an Interest Certificate for the Financial Year _____.
- Issue me an Accrued Interest Certificate for the Financial Year _____.
- Verify my Signatures on the letter / Application Form attached with this request sheet.
- Attest my photograph on the letter / Application Form attached with this request sheet.

The above is required for the purpose of Account Verification

The charges (if any) may be debited from my aforementioned account.

Thanking you,
Yours truly,



[Handwritten Signature]
For **VIHANGI LEISURE HOLIDAYS**

Proprietor

Signature of Mr./Ms. VIHANGI LEISURE HOLIDAYS

verified as per our record without any risk
(Please sign as per the Bank of COPIES)
of responsibility on part of the Bank or COPIES;
the Official Signing it.

For ICICI Bank Limited

[Handwritten Signature]
1186
Authorised Signatory
Thane-Ghodbunder Road Branch

Collaborative Agreement
Between
Vivekananda Education Society's Institute of Technology (VESIT)
And
Indian Institute of Technology Bombay (IITB)

INSTITUTE Address: VESIT, Collector's colony Chembur camp, Chembur,
Mumbai-400074.

INSTITUTE Investigator: 1) Dr.P.P.VAIDYA.
Prof.& Head Inst.Dept.,VESIT.
2) Mrs.Lekshmi Ajesh,
Ph.D. Student, Inst.Dept. VESIT

IITB Address: Indian Institute of Technology Bombay (IITB)
Powai, Mumbai, 400 076,

IITB Investigator: Prof. Himanshu J. Bahirat

Effective date: Recitals:

INSTITUTE (Standard Recital)

VESIT is a research and educational institution imparting engineering education at undergraduate and postgraduate levels and affiliated to Mumbai University.

IITB is a research and educational institution set up by a special Act of the Parliament of India

Whereas, IITB has expertise in the area of high voltage partial discharges (PD) measurement. A laboratory set up is available within the Electrical Engineering department at IITB for experimental evaluation of partial discharges (PD).

Whereas VESIT has expertise in area of design and construction of low level signal processing systems which can be designed for characterization and analysis of Partial Discharge (PD) pulses which are generated during degradation of insulation material subjected to high voltage.

Whereas, VESIT and IITB (each individually a 'Party' and collectively as 'Parties' hereinafter) are interested to take up a joint collaborative programme pertaining to Characterization and analysis of Partial Discharge as more specifically contained and detailed in Schedule -I annexed hereto.

The Parties hereto agree as follows:

- 1 Scope, Purpose of Activity: The scope of the activity under this collaboration in the field of Characterization and analysis of PD is as contained and detailed in Schedule - I annexed hereto.
- 2 Intellectual Property (IP): Any foreground intellectual property generated / created out of this collaboration by either party will be owned by that party. Any IP resulting from the collaborative work will be shared jointly between parties.
- 3 Publications: Any research findings arising from this collaborative activity may be published /

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presented at national or international conferences. Acknowledgement of the contribution of the authors towards such publications will be made, as appropriate. However, the terms and conditions for such publications shall be mutually agreed upon

- 4 Confidentiality: IITB and VESIT agree to hold in confidence all information/data designated by the parties as being confidential which is obtained/disclosed from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.
- 5 Non-Exclusive: This relationship is on a non-exclusive basis and either VESIT or IITB are free to enter into other relationships or alliances with other partners.
- 6 Term and Termination: The term of this agreement shall be for a period of 2 years from the date of execution hereof unless terminated earlier by a written notice of sixty (60) days, by a party seeking such termination, to the other party hereto.
- 7 Changes: Any changes / alterations to this agreement/ understanding shall be made by the parties hereto by mutual agreement, in writing, by the authorized representatives of both the parties.
- 8 Dispute Resolution: Any and all disagreements/differences/disputes arising hereunder shall be resolved amicably by the designated senior executives/officers of the good offices of both parties. Further, unresolved disputes, if any, shall be resolved by arbitration to be conducted under the Indian Arbitration and Conciliation Act 1996 in the English language at Mumbai.

AGREED

For INSTITUTE

Name: DR. (Mrs) J. M. Nair

Title: Principal, VESIT

Signature: _____

Date: _____

Jayalekshmi
April 7, 2016

Dr. (Mrs.) Jayalekshmi M. Nair
Principal

Witness: _____

V. E. S. Institute of Technology
Hashu Advani Memorial Complex, Collector's Colony,
R.C. Marg, Chembur, Mumbai - 400074. Tel.: 022-61532532

For Indian Institute of Technology Bombay

Name: Prof. P. V. Balaji

Title: Dean Research and Development

Signature: _____

Date: _____

P. V. Balaji

Witness: _____

संकायाध्यक्ष, शोध एवं विकास
Dean, Research and Development
कले निदेशक, आय आय टी मुंबई
For Director, IIT Bombay

Schedule- I: Annexure

Title of project:

Investigations and Characterization of Partial Discharge(PD) phenomena in High Voltage Equipment

As a part of research work, it is planned to develop instrumentation systems for characterization of PD pulses as well as for detection and analysis of PD.

I. System for characterization of Partial Discharges:

It is proposed to develop a system which generates PD pulses similar to the actual partial discharge pulses generated during degradation of insulation material subjected to high voltage. The system will incorporate hardware and software required to generate the pulses without the use of high voltage and insulation material. The system will be useful for research workers in the academic institutions and industries for hardware simulation and analysis of PD pulses.

Understanding the physics of PD pulses and software simulation will be carried out in IITB while the design, construction and testing of the actual hardware to simulate the pulses will be implemented in VESIT.

II. System for detection and analysis of Partial Discharge pulses:

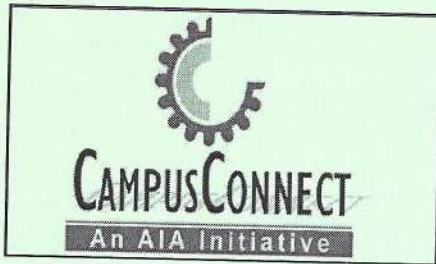
It is required to develop a comprehensive system to detect and analyze PD pulses generated during degradation of insulation material subjected to high voltage. A system will be designed and constructed to measure and analyse the various parameters related to PD. The high computational ability of a computer will be utilized for analysis of the parameters measured. Efficient algorithms will be employed for analysis of parameters like amplitude distribution, time distribution, pulse shapes including rise time, fall time, width, etc. The analysis of partial discharge pulses made using this system will be helpful in finding out a parameter or a set of parameters or distributions that will be helpful in predicting the failure because of degradation of insulation material. Such parameters will be identified for reliable prediction of insulation failure using this system.

The instrumentation system required for this purpose will be designed, constructed and tested in VESIT. It will be utilized for testing of actual insulation material and the analysis in IITB laboratory. Inferences will be drawn regarding the failure of the insulator based on these experiments. Further, the enhancement and modification will be made in the system based on the experimentation results done in IITB. Such a PD analyser system will be useful for application in the industry for detection of insulation degradation.

It is planned to publish papers in international journals and conferences based on the above systems designed, constructed and tested at VESIT and on the applications and experimental investigations done in IITB.

Dr

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MEMORANDUM OF UNDERSTANDING FOR "CAMPUS CONNECT PROGRAM"

PREAMBLE

Smart machines, supercritical processes and new enabling technologies in Integrated Industrial Automation are reshaping engineering and manufacturing practices. Industry and Academia duly recognise the responsibility to impart contemporary learning in the field of Integrated Industrial Automation to the undergraduate and budding engineers of the country through innovative and sustainable mix of learning platforms (hereinafter referred to as Automation Teaching and Training Centres). Industry and Academia also recognise that a mutually collaborative route is a fast, wholesome, resource efficient and sustainable way to create and nurture industry ready personnel and academic environment.

The mutually collaborative learning infrastructure is being conceived around 3 pillars of existence:

- a) Physical infrastructure comprising a main academic campus and venues that support practical learning in industry
- b) Knowledge infrastructure comprising a main academic curriculum and supporting modules of technology, topical webinars, handbooks and application notes
- c) Management infrastructure comprising a main certification and assessment process and supporting modules for teachers and trainers



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is entered into, on the 21st day of December, 2015 , between

AUTOMATION INDUSTRY ASSOCIATION, a registered Society having its registered address c/o M/s HFK Madan & Company , 30, Oriental Insurance Building, 31, Dr. V. B. Gandhi Marg, Mumbai - 400001. (hereinafter referred to as "AIA" which expressions shall include its successors , administrators, and assigns)

AND

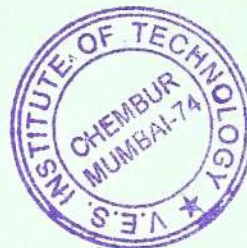
V.E.S. Institute of Technology, Hashu Advani Memorial Complex, Collector Colony, Chembur, Mumbai - 400074 (hereinafter referred to as "VESIT" which expressions shall include its successors , administrators, and assigns)

Both parties hereby commit to collaborate towards the establishment of a Teaching and Training Centre (ATTC) in the area of Integrated Industrial Automation, to meet the aforesaid objectives as in the preamble. The collaboration is intended to create a holistic and broad-based teaching and skill building facility, through a well-placed curriculum and environment that brings relevant and contemporary technologies and industrial practices to the academic institutions.

This MoU sets out the terms and conditions as detailed in the Annexure, to establish the initial framework and set of activities covering all the 3 pillars of existence, to the mutual satisfaction of both parties. The MoU provides for a longer term arrangement by its conversion to a Memorandum of Agreement after the pilot phase is declared complete and evaluated by both parties.



A handwritten signature in blue ink, consisting of a stylized, cursive name.



A handwritten signature in blue ink, consisting of a stylized, cursive name.

ANNEXURE

1. The MoU sets forth the scope of each party to carry out an initial set of activities designed to provide suitable curriculum/courses in the area of Integrated Industrial Automation to the students of VESIT, to establish the required laboratory and other facilities to support such a curriculum, as also to enhance the interaction between the Automation industry and VESIT in sharing their knowledge and expertise.
2. This centre will be known as the VESIT-AIA Automation Teaching and Training Centre for Integrated Industrial Automation.
3. The actual site of the Automation Teaching and Training Centre (hereinafter referred to as the ATTC site) shall constitute the mutually agreed physical space(s) identified within the main academic campus (at VESIT). The Interior design of this identified space will be developed by VESIT so as to meet the guidelines of both VESIT and AIA. This site will be under the financial and administrative control of the ATTC officer nominated by VESIT. The equipment and space covered under the ATTC site will however be made accessible to the nominated representatives of AIA (such as its participating faculty, technicians and mentors) for purposes agreed and in consonance with the deliverables of the MoU.
4. VESIT will provide and maintain adequate basic infrastructure like furniture, power supply, computers and air-conditioning in the designated classrooms, office rooms and laboratory. It will also identify and make available some live equipment within its overall campus to which the automation equipment can be safely hooked up for research and technology development projects.
5. Automation Teaching and Training Centre - Courses and Curriculum:

AIA will recommend to VESIT the required course objectives, module guidelines, assessment criteria, experimental stations and necessary software so as to effectively launch the courses/curriculum on Integrated Industrial Automation being offered at VESIT pursuant to this MoU.



6. VESIT will invest in creating the experimental stations and necessary software and offer 48 hours Course on Integrated Industrial Automation as an add-on course with suggested hands on and live/high utility experiments. The course content will be designed and evaluated by VESIT in consultation with AIA and supported by appropriate laboratory work at the ATTC site.
7. Based on above objectives, Laboratory kits will be engineered by AIA and supplied by the authorized manufacturer of AIA, against a pre-agreed configuration and charge.
8. AIA shall offer through its member companies, limited seats for advanced training / internship / project work for students/teachers.
9. AIA will support these efforts by deputing experienced professionals from the area of Integrated Industrial Automation to share their knowledge and expertise with the students and faculty of VESIT. The travel, stay and honorarium for such technical experts will be borne by the ATTC.
10. Facilities available at the ATTC site may be used by VESIT for training/education of students and staff of other Institutions who may want such exposure and whom VESIT and AIA deem fit. Once the teaching objective has been satisfactorily met, both parties will consider the possibilities of upgrading the centre to offer paid short-term courses for Industry professionals in industries from the neighboring region. These courses can carry a joint certificate from AIA and VESIT.



11. Intellectual Property Rights: No party shall assume ownership of the material developed and shared by the other party. Where curriculum inputs are jointly improved, such updates shall be publicly acknowledged and protected from piracy or misuse by third parties.

12. Promotion: VESIT and AIA can issue a joint Press Release (contents to be mutually agreed) to inform the public about this collaboration and joint events. VESIT and AIA are entitled to post, at their own discretion, the collaboration highlights herein and details of related activities on their respective websites. Branding of ATTC's will be distinct, while allowing the use of both party logos

13. All bi-lateral issues will be reviewed together on a semi-annual basis, by a joint Council comprising representatives of VESIT and AIA. In addition, VESIT will participate in an annual academic review with the community of peer ATTCs affiliated with AIA. Inputs from this larger body will be considered while preparing the blueprint for advanced courses.

14. Term: The duration of the MoU will be 2 years commencing from the effective date. Thereafter, VESIT and AIA shall review the status of the collaboration and may enter into a longer term Memorandum of Agreement on such terms and conditions as may be mutually agreed to by the parties in writing. In the event that either party wishes to terminate or extend the MoU period before the completion of the initial term, it may initiate the process by giving the other party a six month advance notice in writing.

15. Amendments to the MoU;

Changes and /or deviations are likely to appear both in context and extent of the subject matters covered under this MoU. VESIT and AIA accept this situation and agree to accommodate for this, as necessary, by mutual agreement and by exchange of further communication in writing, specifying these changes and /or deviations.

16. The relationship between the Parties is that of an independent party for this MoU and neither Party shall represent to third parties as an agent of the other Party. Nothing in this MoU shall be construed to grant either Party the right to



make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.

17. Neither Party shall assign or transfer its rights and obligations under this MoU without the prior written consent of the other Party.

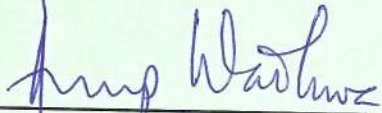
18. Resolution of Disputes :

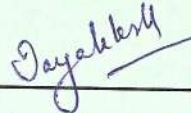
In the event of any dispute under this MoU between VESIT and AIA written inputs regarding the dispute shall be provided to the other party. Such dispute or differences shall be resolved amicably by mediation and discussion between the parties. If the dispute is not resolved through negotiations then both Parties shall resolve such dispute through arbitration under the Arbitration and Conciliation Act 1996 by a sole arbitrator to be mutually appointed. The courts at Mumbai shall have exclusive jurisdiction for any matters arising from the arbitration. This MoU shall cease, once it is converted to an agreement between the two parties.

In witness thereof, the Parties have caused this MoU to be signed in their respective names as under:

Automation Industry Association

VES Institute of Technology

Sign: 
For AUTOMATION INDUSTRY ASSOCIATION
Name: (ANUP WADHWA)
Title: DIRECTOR, AIA
Date:
Place: New Delhi

Sign : 
Name: Dr. (Mrs.) Jayalekshmi M. Nair
Principal
Title: V. E. S. Institute of Technology
Hashu Advani Memorial Complex, Collector's Colony,
Date: R.C. Marg, Chembur, Mumbai - 400074. Tel.: 022-61532532
Place:



SERVICE INVOICE

From: Automation Industry Association New Delhi	To: V.E.S. Institute of Technology Hashu Advani Memorial Complex Collector Colony, Chembur Mumbai 400074 (Kind attn: Ms. Jayalakshmi M. Nair)
Service Tax No:- AAAAAA5632RST001 PAN:- AAAAAA5632R	AIA Bill No: 15-16/CC/07 Dated: 1 st Jan 2016

PARTICULARS	AMOUNT (Rs.)
Affiliation for AIA Campus Connect Including Faculty Engagement Fee upto 15 th Dec 2016	25,000/-
Service Tax @ 14.5%	3,625/-
Total Payable:	28,625/-

Rupees: Twenty Eight Thousand Six Hundred Twenty Five Only.

For Automation Industry Association


Authorised Signatory

Please pay by A/c payee Cheque / draft, in favour of "Automation Industry Association" and **post to ANUP WADHWA, B-1, Panchsheel Enclave, New Delhi - 110017**

(near Chirag Delhi Flyover)

or

credit directly under ECS to our ICICI Bank account # 032201000381, Safdarjung Enclave Branch, New Delhi (RTGS/NEFT/IFSC code – ICIC0000322), under email intimation to us.