

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



ExcelR Edtech Pvt. Ltd.

And



***Amar Shaheed Hemu Kalani Yadgar Mandal's
Smt. Jannabai H. Wadhwa College of Technology. (BCA)***
Opp Inlaks Hospital, Chembur Colony, Mumbai - 400074, Maharashtra

FOR

**Student Skill Development Programs,
Faculty Development Programs,
Student Internships and Placements.**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the **12th day of January, Month 2024 (Date 12-01-2024)**,
by and between

ExcelR Edtech Pvt. Ltd.,
(Here in after referred as 'First Party')

And

***Amar Shaheed Hemu Kalani Yadgar Mandal's
Smt. Jamnabai H. Wadhwa College of Technology.(BCA)***
(Here in after referred to as 'Second Party')

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

WHEREAS:

- ✓ First Party is a EdTech company: ExcelR Edtech Pvt. Ltd.
- ✓ First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- ✓ The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- ✓ Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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

CLAUSE 1: CO-OPERATION

1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings.
2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the second party in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
3. ExcelR would be the training delivery partner for the second party on various trending technologies.
4. ExcelR would be the training delivery partner for the student internships of second party on various trending technologies of minimum four weeks duration.
5. ExcelR will reach out to students to communicate about course details, webinars, blogs, industry events etc., which will be informative or promotional in nature.
6. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both the organizations.
7. ExcelR would work with incubation centers/ innovation cells of second party (Case to case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party
8. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

CLAUSE 4: VALIDITY

1. The period of the agreement is valid for a period of **02 (Two) Years** from the date of signing of this agreement.
2. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or cancelled by either party any time by giving 30 days' notice and shall not have any legal bindings in nature, should either or all the parties to it opt to not act upon, the MOU loses its validity.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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

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AGREED:

For: ExcelR Edtech Pvt. Ltd..



Mr. Shyam Narayan
President, HR & Operations

Authorized Signatory

GST:27AAEF5003F1ZX

TIN: HYDE02965E



Contact Person : Mr. Rizwan Shaikh
Designation: Manager EDL MoU.
Mobile No: 7795929861
Email ID : rizwan.shaikh@excelr.com
Website : www.excelr.com

For: Amar Shaheed Hemu Kalani Yadgar Mandal's
Smt. Jamnabai H. Wadhwa College of Technology.(BCA)



Hon. Director,
Prof. S. P. Vulchi
Amar Shaheed Hemu Kalani Yadgar
Mandal's Smt. Jamnabai H. Wadhwa
College of Technology.(BCA).

Authorized Signatory



Mrs. Reshmi Mary Jolly
Co Ordinator.
Amar Shaheed Hemu Kalani Yadgar
Mandal's Smt. Jamnabai H. Wadhwa
College of Technology.(BCA).

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



ExcelR Edtech Pvt. Ltd.

And



***Amar Shaheed Hemu Kalani Yadgar Mandal's
Kothari College of Management Studies. (BMS)***

Opp Inlaks Hospital, Chembur Colony, Mumbai - 400074, Maharashtra

FOR

**Student Skill Development Programs,
Faculty Development Programs,
Student Internships and Placements.**

1

ExcelR Solution

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

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

www.excelr.com

MEMORANDUM OF UNDERSTANDING

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by and between

ExcelR Edtech Pvt. Ltd.,

(Here in after referred as 'First Party')

And

Amar Shaheed Hemu Kalani Yadgar Mandal's Kothari College of Management Studies.(BMS)

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

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

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- ✓ First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
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2

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8. Cooperation between both parties would be extended to any other area which may be mutually beneficial to both the organizations.

CLAUSE 2: SCOPE OF THE MoU

1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. Software Technologies Training: The first party will provide the training's to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
3. Skill Development Programs: First Party to train the students of second Party on the emerging technologies to bridge the skill gap and make them industry ready.
4. Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the second Party on the technology trends and in house requirements.
5. Faculty Development Programs: First Party to train the faculties of second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
6. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
7. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free training's run by the first party under Everyday Learning Initiation.
8. First party would extend the help in providing artifacts such as training records, certificates to the second party upon a written request from the second party. This information is limited to only the students of second party and at the discretion of first party.
9. In case, second party wants to conduct customized commercial training's then this agreement can be amend/adding annexure with mutually agreed terms.

CLAUSE 3: INTELLECTUAL PROPERTY

1. The first party will have the sole rights on the curriculum and related content provided in the training's and it cannot be replicated or copied without the consent of the first party.
2. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information

disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

CLAUSE 4: VALIDITY

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CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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AGREED:

For: ExcelR Edtech Pvt. Ltd..



Mr. Shyam Narayan
President, HR & Operations

Authorized Signatory

GST:27AAEFE5003F1ZX

TIN: HYDE02965E



Contact Person : Mr. Rizwan Shaikh
Designation: Manager EDL MoU.
Mobile No: 7795929861
Email ID : rizwan.shaikh@excelr.com
Website : www.excelr.com

**For: Amar Shaheed Hemu Kalani Yadgar Mandal
Kothari College of Management Studies :**



Hon. Director,
Prof. S. P. Vulchi
Amar Shaheed Hemu Kalani Yadgar
Mandal's Kothari College of
Management Studies. (BMS)

Authorized Signatory



Shobha Kailash Kokane
Asst Prof
Amar Shaheed Hemu Kalani Yadgar
Mandal's Kothari College of
Management Studies. (BMS)



महाराष्ट्र MAHARASHTRA

2023

69AA 571797



जिल्हा कोषागार कार्यालय, ठाणे

12 OCT 2023

प्राक्त प्रमुख लिपीक / लिपीक

MEMORANDUM OF UNDERTAKING (MOU)

BETWEEN

DEPARTMENT OF COMPUTER APPLICATIONS OF SMT. P. N. DOSHI WOMEN'S COLLEGE, CAMA LANE, GHATKOPAR (WEST), MUMBAI - 400086.

AND

DEPARTMENT OF COMPUTER APPLICATIONS OF AMAR SHAHEED HEMU KALANI YADGAR MANDAL'S SMT. JAMNABAI H. WADHWA COLLEGE OF TECHNOLOGY (BCA) OPP. INLAKS HOSPITAL, CHEMBUR COLONY, MUMBAI 400 074.

This MOU is entered into on the **October 18, 2023** by and between Department of Computer Applications of Smt. P.N. Doshi Women's College, Ghatkopar, Mumbai- 86 & Amar Shaheed Hemu Kalani Yadgar Mandal's Smt. Jamnabai H. Wadhwa College of Technology (BCA), Opp. Inlaks Hospital, Chembur Colony, Mumbai 400 074, both affiliated to S.N.D.T. Women's University for conducting a 'Faculty and Students Exchange Programme'.

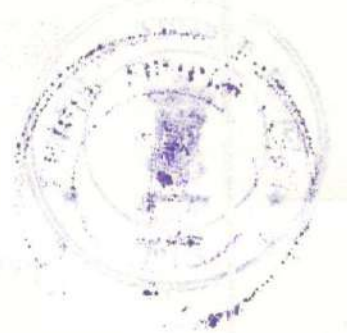
जाहिरनामा-2 / Annexure-11

13 OCT 2023

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक/दिनांक	४९५७५
२. दस्तावेजा प्रकार	
३. दस्त नोंदणी करणार आहेत का ?	होय/नाही
४. विक्रीकतीचे सोडवयात वर्णन	R.N SHARMA
५. मुद्रांक विक्री वेगान्याचे नांव व संहि	B.A.LLB
६. हजे असल्यास त्यांचे नाव, पत्ता व संहि	SHOP No.8, Barrack No. 56 Chembur Colony Mumbai
७. दुसऱ्या पक्षकारांचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परामात्राक मुद्रांक विक्रीलाकी संहि व परजना क्रमांक तसेच मुद्रांक विक्रीलाकी ठिकाण/पत्ता	निलेश सी. भोजने दरवानी क.१२०१०२३ सी-२/४/०:२, सेक्टर-२, वाशी, नवी मुंबई-४०० ७०३

13 OCT 2023

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणाने मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे



The aforesaid colleges are hereafter known individually as 'Institute' & collectively as 'Institutions'.

1. Objective of MOU:

The objectives of the MOU are:

- a) to provide and enhance expression and sharing of knowledge amongst peer students from two different institutions.
- b) to provide exposure to the students about learning aid & infrastructure of institutions offering same Bachelors programme & specialization, affiliated with same University within the vicinity of Mumbai.
- c) to inculcate in students' competitive skills for enhancing their academic interest.
- d) to promote research/continuing education activities between both the institutions.

2. About the Faculty and Students Exchange Programme:

The MOU is entered between the Department of Computer Applications of Smt. P.N. Doshi Women's College, Ghatkopar, Mumbai- 86 and Amar Shaheed Hemu Kalani Yadgar Mandal's Smt. Jambabai H. Wadhwa College Of Technology (BCA), Chembur Colony, Chembur Mumbai 400 074 and hence,

- a) There will be faculty exchange from Computer Applications Department of each of the institutions.
- b) One faculty will conduct a lecture in the other Institution on a topic relevant to their study to develop academic interaction and to enhance teaching skills of the faculties.
- c) Some students of BCA will be recognized by respective institutions for the purpose of exchange. These advance learner students will get exposure of attending lectures in the other Institute.
- d) The above students will be participating in all the activities undertaken within the purview of the said programme and will be entitled for participating certificates. The activities so undertaken will help the students in developing their competency and personality.
- e) The activities to be conducted during the programme shall be decided mutually by the Coordinators of the said programme of both the Institutions.
- f) The Coordinators reserves the right for any change of activity by their mutual consent before or during the conduction of the programme.

3. Proposed Modes of Collaboration:

The Department of Computer Applications of Smt. P.N. Doshi Women's College, Ghatkopar, Mumbai- 86 and Amar Shaheed Hemu Kalani Yadgar Mandal's Smt. Jambabai H. Wadhwa College Of Technology (BCA), Chembur Colony, Chembur Mumbai 400 074, proposes to collaborate through the following:

- a) Propagation of education and training in the areas of mutual interest.
- b) Co-operation and conduction of various activities with consent of faculty members.
- c) Any other appropriate mode of interaction agreed by and between the Computer Applications Department of the two Institutions.

A schedule of activities and conduction will be drafted with the consent of the Coordinators of both the Institutions along with this MOU.

4. Duration of the Programme & MOU:

The Faculty & Students Exchange Programme shall be conducted between the two Institutions including exchange of faculties as well as students on any six working Days. The undersigned MOU will be valid for **two years** the period of academic years i.e. **2023-2024 and 2024-2025**.

5. Terms & Conditions :

- a) The cost incurred for travel of faculties & Students during the *Faculty and Students Exchange Programme* to and fro from each college shall be borne by both the Institutions individually.
- b) The cost of infrastructural utility including use of classrooms, teaching aids, books, resources, internet, laptops, Projectors, etc. shall be borne by both the institutions individually.
- c) The expenses relating to the Visits, Certificates, Prize, Trophy's, Refreshments, Honorarium expenses for inviting Experts, Judges during the programme shall be borne by both the Institutions collectively and equally.
- d) The institutions reserve right to be indemnified for the expenses incurred specifically during the conduction of this programme collectively and equally.
- e) However, the institutions are free to arrange sponsors for part or whole of the programme.
- f) Both the Institutions agree to co-ordinate, co-operate in organizing activities, identifying and inviting the faculty members/ Experts/Judges and arranging for the visits.
- g) The MOU may be amended, renewed and terminated mutually by the institutions. In case of termination of the MOU before time, either institute shall reserve the right to terminate this MOU, by giving a written notice of not less than 30 days to the other institute.

6. Confidentiality:

The Institutions entering into the MOU shall agree to hold in confidence all information/data/ records obtained by either of them during the conduction or performance of the programme and shall not disclose any of the material facts relating to the MOU to any third party. Violation of the confidentiality will hold the MOU to be Null and Void.

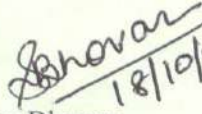
7. Co-ordinate's:

The responsibility for conduction of this programme shall be of the Coordinators of Departments of Computer Applications of each of the Institutions. They can depute their faculty members for the exchange programme.

We, hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. The MOU is undersigned in the presences of two Witnesses,

Name & Address of Witness

Name & Address of Witness


18/10/23

Dr. Suchita Bhovar

Coordinator

Department of Computer Applications

Smt. P.N. Doshi Women's College

Ghatkopar (West), Mumbai- 400 086.


18/10/23

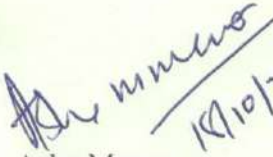
Mrs. Reshmi Mary Jolly

Coordinator

Department of Computer Applications,

Amar Shaheed Hemu Kalani Yadgar Mandal's

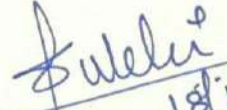
Smt. Jannabai H. Wadhwa College of
Technology (BCA), Opp. Inlaks Hospital,
Chembur Colony, Mumbai - 400 074


18/10/23

Dr. Asha Menon

Principal

Smt. P.N. Doshi Women's College


18/10/2023

Prof. S. P. Vulchi

Hon. Director,

Amar Shaheed Hemu Kalani Yadgar Mandal's

Smt. Jannabai H. Wadhwa College of
Technology (BCA), Opp. Inlaks Hospital,
Chembur Colony, Mumbai - 400 074

Date: 18/10/2023

Place: Mumbai



QSpiders CSR Incubation Programme

“This is the Memorandum of Understanding B/W "QSpiders Campus Connect" a unit of Test Yantra Software Solutions India Pvt Ltd”

And

Smt Jamnabai H Wadhwa College Of Technology

Date: 18-10-2023

Objective - The objective of the MOU is to provide Free Training on latest technology like Software Testing/Software Development/Python for the selected students and followed by to provide 100% placement assistance.

Commercials - For the entire process No commercials involved [As it's a part of CSR Activity].

Eligibility - Students from BE/Btech/BSC/BCA/MCA/MSC/MTECH 2023 passing batch with any stream are considered.

Training Mode - Offline Training Duration 2-3 Months.

MOU DURATION: 2023 to 2024

For

Smt Jamnabai H Wadhwa College Of Technology


Authorized Person Signature

From

QSpiders Campus connect


Authorized Person Signature

 9513684738 / 9663035838 / 8951922956

 info@campus.qspiders.com

 01, Hayavadana Rao Rd, Basappa Layout, Gavipuram Extention,
Kempeawda Naaer, Benaaluru, Karnataka 560019



This document constitutes a **Memorandum of Understanding (MoU)** between

TNS India Foundation (TNSIF)

and

Amar Shaheed Hemu Kalani Yadgar Mandal's

Smt. Jamnabai H. Wadhwa College of Technology (BCA)

and Kothari College of Management Studies (BMS)

This MoU is effective from 13 October 2023, hereinafter mentioned as "**Effective Date**" by and between **Smt. Jamnabai H. Wadhwa College of Technology (BCA)** and **Kothari College of Management Studies (BMS)**, managed under the **Amar Shaheed Hemu Kalani Yadgar Mandal's**, affiliated to the SNTD University, Mumbai, Maharashtra, registered under **The Maharashtra Public Trust Act, 1950** (if applicable) and hereinafter referred to as "**The College**", having PAN AATA0076C, represented by its Hon. Director, Prof. S. P. Vulchi.

AND

TNS India Foundation, a charitable organization registered under section 25 of the Companies Act 1956 and having its registered office at 302- Wellington Business Park – 2, Andheri-Kurla Road, Andheri East, Mumbai – 400069, hereinafter referred as "**TNSIF**", having PAN AAECT4021D represented by its Managing Director, **Rupa Bohra**.

Background

TNS India Foundation (TNSIF), a section 25 Company incorporated under the provisions of the Companies Act, 1956 is conducting the "**Campus to Corporate Careers (C2C) Program**" for the enhancement of employability and workplace skills for deserving youth.

In this connection, TNSIF intends to be associated and work closely with the College to conduct employability training, career counselling sessions and job placements for final year college students.

Detailed features of the program are as follows:

1. 80 – 100 hours of training program including Personal and Professional Effectiveness (how to choose right career option, how to apply for job, tools-CVs, cover letter- etc.), Business communication (effective communication with co-workers and customers), Career Readiness (orienting students to jobs matching their skill sets and exposure to a career path) and Work Readiness (Professionalism, Work Ethics, Email Etiquettes, Workplace dynamics – etc.), Aptitude and Versant Test (Verbal, Logical, Quantitative Aptitude Test) and Digital Readiness (MS office, Google Drive – etc.).
2. The training will be delivered via a blended learning approach i.e. through in class sessions and online platforms (Google Meet and Zoom) as applicable.

3. Each training batch size will be between 30-50 students. Sessions of duration 1.5-2 hours' duration will be conducted 5 days a week over a 2 – 2.5-month period at a time.
4. The program also includes individual student counselling, which will be conducted via online/offline platforms, as well as post training, pre-placement and post placement counselling.
5. Career fairs or individual placement drives will be conducted in an online/offline format to place trained students in formal sector jobs.
6. **The above-mentioned training and placement is free of cost for both the students and college.**

Based on the above, this MOU lays out the below responsibilities for both parties:

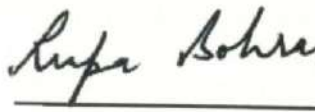

TNSIF agrees to –

1. Engage with the college, given the following conditions:
 1. In consultation and agreement with the designated college point of contact.
 2. Not charge the college or students for any part of the program.
 3. Provide reports to the college on the training and placement status of students.
2. Mobilize the college students. This involves the following:
 1. Conduct Orientation sessions to make students aware about the program and to register their interest.
 2. Screen the students based on their interest and background and interview them to determine enrolment in the program.
3. Train selected students. This involves the following:
 1. Form batches with selected students and conduct the Campus to Corporate Careers Training Program with them.
 2. Provide individual career-counselling support to in-training students.
 3. Engage with parents of the students to make them aware of the program and to counsel them about their wards.
 4. Provide certificates to trained students on successful completion of the training with an attendance criterion of 80%.
4. Place trained students. This involves the following:
 1. Facilitate placement linkages with formal sector employers for interested students.
 2. Arrange for career drives and fairs to place interested students.
 3. Provide post-placement support to students to facilitate joining and on-boarding.

The College agrees to –

1. Engage with TNSIF staff, given the following conditions:
 1. Providing one point of contact to coordinate all TNSIF C2C activities.
 2. Not charge TNSIF or students for any part of the program.
 3. Communicate openly with the TNSIF point of contact for any deliverables or feedback.
2. Facilitate student engagement. This involves the following:
 1. Assistance in student mobilization through dissemination of information on student what's app groups and other seminars.
 2. Attending orientation sessions organized by TNSIF to encourage student participation.
3. Support training activities. This involves the following:
 1. Support allocation of batches for optimum utilization of resources and training effectiveness.

2. Assist in scheduling batches keeping in mind college lecture timings.
3. Make classrooms available for in-person training sessions.
4. Allow use of online medium to reach and train students.
5. Assist in conducting parent engagement sessions.
4. Support placement activities. This involves the following:
 1. Assist in mobilizing students to counsel regarding placement opportunities
 2. Provide infrastructure assistance – classrooms, auditorium, computer laboratory etc. in conducting on-ground career fests.
 3. Allow use of online medium to place students.
 4. Not hold TNSIF C2C staff responsible for any miscommunication with the corporate HRs.
5. This MOU is neither a contract nor is it legally binding in any way. It does not commit any financial expenditure from or for either party.
6. The MoU will be effective for a period of **one year** from the date on which both the parties have signed this MOU.

Name: Rupa Bohra
Managing Director,
TNS India Foundation



Name: Prof. S.P. Vulchi Hon. Director

Hon. Director

SMT. J. H. WADHWA COLLEGE OF TECHNOLOGY
KOTHARI COLLEGE OF MANAGEMENT STUDIES
Amar Shaheed Hemu Kalani Yadgar, Mandla's
Opp. Inlaks Hospital, Chembur Colony,
Smt. Jamnabai H. Wadhwa College of Technology, B-02, 1889881
Mumbai - 400 074
and Kothari College of Management Studies (BMS)

28/11/2023

29/11/2023

Proposing inter college activity under MOU

From: BMS Dept, SPN Doshi (spnd.bmsdept@gmail.com)

To: hemukalani_trust@yahoo.co.in

Date: Thursday, 15 February, 2024 at 11:51 am IST

To 15th Feb,2024
BMS Co-ordinator,
Amar Shaheed Hemu Kalani Yadgar Mandal's
Kothari College of Management Studies
Opp. Inlaks Hospital, Chembur Colony,
Chembur Mumbai – 400 074.

Hello Madam/Sir,

This is to propose a training activity for the TYBMS students.

We are aware that the BMS students have a specialization in Human Resource Management and that Training and Development is a major topic which appears several times in their curriculum. To give them a taste and feel of this HR function, we can have them design , plan and conduct training sessions on contemporary topics for classes in your institute and similarly your students can do so in our college.

We have 6 such groups ready with the following **topics**.

- 1) Remote Employment Scenario
- 2) Leadership Workshop
- 3) Dynamics Of Talent Acquisition
- 4) Future Career Plans For Students
- 5) AI Use In Daily Student Life
- 6) Stress Relievers For Students

As per my conversation with Ms Keerthi, **17th Feb,2024** is a convenient day for both of us. It would be great if you could help our students carry out **40 min sessions** each to your **TYBMS, SYBMS and FYBMS students**, at your campus between **9am-11 am**. We would also like to request a laptop and projector for presentation. In the coming weeks we would also be more than obliged to have similar interaction by your TYBMS students in our college. Hoping for maximum participation from them too.

We hope to facilitate a learning experience through this student exchange program.
Looking forward to more collaborative activities under the MOU.

SK

Smt. J. H. Wadhwa
Hon. Director

**SMT. J. H. WADHWA COLLEGE OF TECHNOLOGY
KOTHARI COLLEGE OF MANAGEMENT STUDIES
Opp. Inlaks Hospital, Chembur Colony,**



महाराष्ट्र MAHARASHTRA

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73AA 951791

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००२४
- 4 OCT 2023
सक्षम अधिकारी C

MEMORANDUM OF UNDERTAKING (MOU) श्रीमती सुषमा चव्हाण

Between

DEPARTMENT OF MANAGEMENT STUDIES OF SMT. P. N. DOSHI WOMEN'S COLLEGE, High Performing Institute Accredited by NAAC 'A' Grade (IV Cycle), Best College Award 2021- 2022' adjudged by S.N.D.T. Women's University, CAMA LANE, GHATKOPAR (WEST), MUMBAI-400086.

AND

DEPARTMENT OF AMAR SHAHEED HEMU KALANI YADGAR MANDAL'S KOTHARI COLLEGE OF MANAGEMENT STUDIES, Affiliated to SNTD University & Accredited by NAAC 'B' Grade (I Cycle), Opp. Inlaks Hospital, Chembur Colony, Chembur Mumbai - 400 074.

This MOU is entered into on the September, 2023 by and between Department of Management Studies of Smt. P.N. Doshi Women's College, Ghatkopar, Mumbai- 86 AND Amar Shaheed Hemu Kalani Yadgar Mandal's Kothari College Of Management Studies,

Contd...2/-

जोडपत्र-१ Annexure - 1

कवत प्रतिहापनासाठी City for Midval

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद वही अ.उ. क्रमांक _____

PRINCIPAL
Smt. P.N. Doshi Women's College of Arts
K.M. J.B. Shah Women's College of Commerce &
Dr. (Smt.) Neelam Shah Women's College of Home Science
Cama Lane, Gholepore (W), Mumbai - 86.

मुद्रांक विकत घेणाऱ्याची तारीख _____

परवाना क्रमांक : ८००००२४

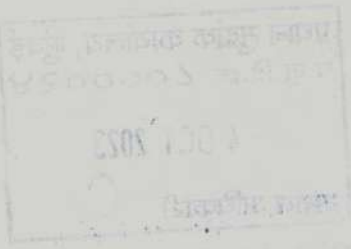
परवानाधारक मुद्रांक विक्रेत्याची नाव : _____

3 OCT 2023

मुद्रांक विक्रीचे ठिकाण/पत्ता : दि. ०९/०९/२००४ मध्ये मेट्रोपोलिटन मॅजिस्ट्रेट्स कोर्टाने दार असंश्लेषण एस्प्लेनेट कोर्ट, कल्याण मार्ग, मुंबई - ४०० ६००

शासकीय कार्यालयीन मुद्रांकाला लागू असलेल्या मुद्रांक कालावधीची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक करेदी केला त्यांना त्यांचे कारणासाठी मुद्रांक करेदी केलेल्यासुद्धा द.संश्लेषण बाबतची आवश्यकता नाही.



Opp. Inlaks Hospital, Chembur Colony, Chembur Mumbai - 400 074 both affiliated to S.N.D.T. Women's University for conducting a Faculty and Students Exchange Programme.

The aforesaid colleges are hereafter known individually as 'Institute' & collectively as 'Institutions'.

1. Objective of MOU:

- a) To formulate and design different aspects of faculty exchange in terms of handling courses and enhance research collaboration in the field of mutual interest
- b) To provide an opportunity to teach or conduct joint research and lecture series focusing on corporate perspective.
- c) To inculcate in students competitive skills for enhancing their academic interest.

2. About the Faculty and Students Exchange Programme:

The MOU is entered between Smt. P.N. Doshi Women's College, Ghatkopar, Mumbai- 86 AND Amar Shaheed Hemu Kalani Yadgar Mandal's Kothari College Of Management Studies, Opp. Inlaks Hospital, Chembur Colony, Chembur Mumbai - 400 074 and hence,

- a) There will be faculty exchange from Management Studies Department of each of the institutions.
- b) One faculty will conduct a lecture in the other Institution on a topic relevant to their study to develop academic interaction and to enhance teaching skills of the faculties.
- c) Some students of BMS will be recognized by respective institutions for the purpose of exchange. These advance learner students will get exposure of attending lectures in the other Institute.
- d) The above students will be participating in all the activities undertaken within the purview of the said programme and will be entitled for participating certificates. The activities so undertaken will help the students in developing their competency and personality.

- e) The activities to be conducted during the programme shall be decided mutually by the Coordinators of the said programme of both the Institutions.
- f) The Coordinators reserves the right for any change of activity by their mutual consent before or during the conduction of the programme.

3. CO-OPERATION

- a) Both institutions are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities for interfacing with each other.
- b) Both institutions believe that collaboration and co-operation between themselves will promote more effective use of their resources, and provide each of them with enhanced opportunities is interfacing with each other.
- c) Both institutions will be responsible to exchange all the documentation after the activity or event concludes.

3. Proposed Modes of Collaboration:

The Department of Management Studies of Smt. P.N. Doshi Women's College, Ghatkopar, Mumbai- 86 and Amar Shaheed Hemu Kalani Yadgar Mandal's Kothari College Of Management Studies, Opp. Inlaks Hospital, Chembur Colony, Chembur Mumbai - 400 074 proposes to collaborate through the following:

- a) Propagation of education and training in the areas of mutual interest.
- b) Co-operation and conduction of various activities with consent of faculty members.
- c) Any other appropriate mode of interaction agreed by and between the Management Studies Department of the two Institutions.

A schedule of activities and conduction will be drafted with the consent of the Coordinators of both the Institutions along with this MOU.

4. Duration of the MOU:

The undersigned MOU will be valid for the period of two academic years i.e. 2023-2024 and 2024-2025.

5. Terms & Conditions:

- a) The cost incurred for travel of faculties & Students during the Faculty and Students Exchange Programme to and from each college shall be borne by both the institutions individually.
- b) The cost of infrastructural utility including use of classrooms, teaching aids, books, resources, internet, laptops, Projectors, etc. shall be borne by both the institutions individually.
- c) The expenses relating to the Visits, Certificates, Prize, Trophy's, Refreshments, Honorarium expenses for inviting Experts, Judges during the programme shall be borne by both the Institutions collectively and equally.
- d) The institutions are free to arrange sponsors for part or whole of the programme.
- e) Both the Institutions agree to co-ordinate, co-operate in organizing activities, identifying and inviting the faculty members/ Experts/Judges and arranging for the visits.
- f) The MOU may be amended, renewed and terminated mutually by the institutions. In case of termination of the MOU before time, either institute shall reserve the right to terminate this MOU, by giving a written notice of not less than 30 days to the other institute.

6. Confidentiality:

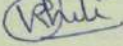
The Institutions entering into the MOU shall agree to hold in confidence all information/data/ records obtained by either of them during the conduction or performance of the programme and shall not disclose any of the material facts relating to the MOU to any third party. Violation of the confidentiality will hold the MOU to be Null and Void.

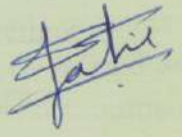
7. Co-ordinators:

The responsibility for conduction of this programme shall be of the Coordinators of Departments of Management Studies of each of the Institutions. They can depute their faculty members for the exchange programme.

We, hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. The MOU is undersigned in the presences of two Witnesses,

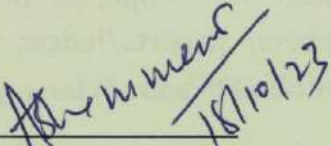
Name & Address of Witness

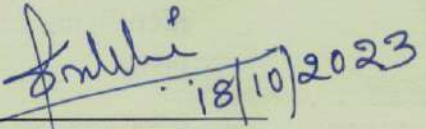
Dr. Veena Shete 
Coordinator,
Department of Management Studies (BMS)
Smt. P.N. Doshi Women's College
Cama Lane, Ghatkopar (West),
Mumbai- 400 086.a


Ms. Savita Loke
Coordinator,
Amar Shaheed Hemu Kalani Yadgar
Mandal's
Kothari College of Management Studies
Opp. Inlaks Hospital, Chembur Colony
Chembur Mumbai - 400 074.

For [P. N. Doshi Women's College]

For [Kothari College of Management Studies]


Dr. Asha Menon
Principal


Prof. S. P. Vulchi
Hon Director

SMT. P. N. DOSHI WOMEN'S COLLEGE	AMAR SHAHEED HEMU KALANI YADGAR MANDAL'S KOTHARI COLLEGE OF MANAGEMEN STUDIES
Address: Smt. P. N. Doshi Women's College, CAMA LANE, GHATKOPAR (W). MUMBAI - 400 086	Opp. Inlaks Hospital, Chembur Colony, Chem Mumbai - 400 074
Name & Phone: Dr. Asha Menon 022 - 25123484/ 25135439	Name & Phone: Prof. S. P. Vulchi 8291889881/9820499899
Email: principalspndoshi@gmail.com	Email: hemukalani_trust@yahoo.co.in
Website: https://www.spndoshicollege.com	Website: https://www.sindhuputra.com



AMAR SHAHEED HEMU KALANI YADGAR MANDAL'S
Smt. Jamnabai H. Wadhwa College of Technology (BCA)
& Kothari College of Management Studies (BMS)

Affiliated to : SNTD Women's University, Mumbai.
Accredited by : NAAC with 'B' Grade (First Cycle)

Opp. Inlaks Hospital, Chembur Colony, Mumbai - 400 074. • Mob. : 82918 89881
E-mail : hemukalani_trust@yahoo.co.in • Website : www.sindhuputra.com

Ref. : Letter/BCA-BMS/2023-24/14

Date : 28 JUL 2023

MEMORANDUM OF UNDERSTANDING

This deed of **Memorandum Of Understanding** is executed on the **April 1st 2023** between;

1. **Samarthanam Trust** for the Disabled, a registered charitable organization represented by its Founder Chair and constituted Attorney Mr. Mahantesh G.K. having its Head Office at CA #39, 15th Cross, 16th Main, Sector-4 HSR Layout, Bengaluru-560102 (hereinafter called "**Service Agency**" which term shall, wherever the context permits, mean and include its legal heirs, legal representatives, executors, administrators and assigns) as one part

And

2. **Prof. V. S Prasad, Hon. Director** represented by **Amar Shaheed Hemu Kalani Yadgar Mandal's Smt. Jamnabai H. Wadhwa College of Technology Kothari College of Management Studies & Hemu Kalani Junior College, Near Inlaks Hospital, Opp. To Santoshi Mata Mandir, Chembur Colony, Mumbai - 400074.** (hereinafter called as "**Partner Agency**" which term shall mean, wherever the context permits, mean and include its legal heirs, legal representatives, executors, administrators and assigns) as the other part

The terms and conditions of this MOU are as follows:

I. Purpose:

- A. The overall objective of this Memorandum Of Understanding (MOU) is to create ample opportunities for youth/ persons with disabilities in order to ensure their active participation and involvement in the programs of educational, and voluntary organizations without any kind of barriers with a strong feeling of effective and meaningful inclusion
- B. To facilitate the empowerment and socialization process of students for the productive citizens of tomorrow (future)
- C. This MOU between a wide range of Institutions, Agencies, Voluntary Organizations, NGOs, Universities, Centers, Institutes, as Partner Agencies and Samarthanam Trust for the Disabled as Service Agency will enable us to accomplish the above stated objectives through establishing strong linkages, networking and relationship



[Signature]

Hon. Director
SMT. J. H. WADHWHA COLLEGE OF TECHNOLOGY
KOTHARI COLLEGE OF MANAGEMENT STUDIES
Opp. Inlaks Hospital, Chembur Colony,
Mumbai - 400 074. Tel.: 8291889881

D. The services and programs of NGOs (of partner agencies) stated in the MOU will be provided with free of cost to the students of the Institutions

E. Both the parties have agreed to enter in to this MOU to provide services and programs stated in the Part-II of this MOU and not only limited to those services and programs. There is scope for inclusion or exclusion according to the need and situation through mutual consent:

II. PROGRAMS OR SERVICES:

Unless otherwise agreed to in writing by the parties, the Services governed by this agreement are the following:

1. Services by the Educational Institution/NGO/Agency/University (Partner Agency):

- (a) Mobilization/Encouragement of students with and without disabilities from deprived sections of the society for admission
- (b) Barrier free and accessible library facilities with books and materials in most accessible formats
- (c) Volunteering support as per the need of the student
- (d) Scribe/writer/amenities support to undertake board, competitive or any sort of written tests or examinations
- (e) Sports activities with accessibility and barrier free environment and universal design ensured
- (f) Active participation of students of the institution as Volunteers (through NSS wing, NCC wing, guest lectures and motivation lectures by faculty/students etc.) in the activities of the service agency planned throughout the year
- (g) Infrastructure support by the institution for any activities planned by service agency
- (h) Promotion of inclusive sports, arts, cultural activities, recreation, leisure etc. for students
- (i) Facilitator role in internship, research programs, field work and block placements for students
- (j) Career Guidance and Counseling




Hon. Director
SMT. J. H. WADHWA COLLEGE OF TECHNOLOGY
KOTHARI COLLEGE OF MANAGEMENT STUDIES
Opp. Inlaks Hospital, Chembur Colony,
Mumbai - 400 074. Tel.: 8291889881

2. **Programs or Services of the Service Agency (Samarthanam Trust for the Disabled)**

- Support in Tuition and other fee expenses for the students
- Free food and safe accommodation
- Assistive devices and technology
- Reading service for students and provision of advanced technology to compensate human reading service
- Audio/Electronic/Braille/DAISY/Large print/pictorial books for students
- Coaching classes for competitive exams for students
- Career Guidance and Counseling
- Personality Development Sessions
- Coaching support in Sports and Cultural Programs

III. Duration:

The MOU comes into effect from **April 1st 2023 and ends on March 31st 2026**. Subsequent MOU shall be made in order to continue the services with the mutual agreement and consent if both the parties are happy and satisfied with the services and relationship during the proposed MOU period.




Hon. Director
SMT. J. H. WADHWA COLLEGE OF TECHNOLOGY
KOTHARI COLLEGE OF MANAGEMENT STUDIES
Opp. Inlaks Hospital, Chembur Colony,
Mumbai - 400 074. Tel.: 8291889881

IV. Termination:

Either of the parties are free to terminate the MOU in case they are not happy with the relationship or satisfied with the services provided by either of the agencies (Service) and (Partner) by giving one-month notice stating the reasons for termination which shall help either of the agencies to improve their relationship further.

V. Point of Communication:

Both the parties shall nominate or appoint a designated person as point of communication person in order to ensure the smooth functioning and happenings of day to day activities. The point of communication persons shall appraise the head of the department or the head of the organization. The issues or problems which may arise shall be resolved at the level of point of communication, if beyond the control of the point of communication which shall be referred to head of the department and finally to the head of the organization for final solutions. The contact details of point of communication persons are as follows:

1. Prof. V. S Prasad, Hon. Director, Smt. Jamnabai H. Wadhwa College of Technology Kothari College of Management Studies & Hemu Kalani Junior College (Partner Agency)
2. Shri B.S. Raghavendra Program Manager, Samarthanam Trust for the Disabled (Service Agency)

DECLARATION:

We have completely read, understood and internalized the content of this MOU and are in complete agreement of these terms and conditions and shall adhere to it in letter and spirit by signing below in the presence of following witnesses as an act of our consent.

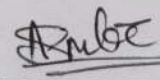

 Service agency

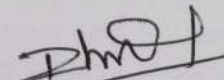
 CA-39
 15th Cross,
 16th Main,
 Sector-4
 MSR Layout


 Partner agency
 Hon. Director

 MANDAL * HEMU KALANI
 JAMNABAI H. WADHWHA COLLEGE OF TECHNOLOGY
 KOTHARI COLLEGE OF MANAGEMENT STUDIES
 Opp. Inlaks Hospital, Chembur Colony,
 Mumbai - 400 074. Tel.: 8291889881

IN WITNESS WHEREOF the parties have executed at Mumbai, Maharashtra on the day, month and year first above written in the presence of the following witnesses.

Witnesses: 1. 
 HAP. (Coordinator) (Mumbai)
 Date: 1 April 2023
 Place: Mumbai

2. 
 J.H. Wadhwa
 college of Tech.
 Mumbai

Memorandum of Understanding

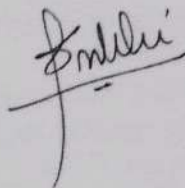
This memorandum of understanding (hereinafter referred to as 'agreement') is made and executed at Mumbai, 30th October, 2023.

BY AND BETWEEN

Amar Shaheed Hemu Kalani Yadgar Mandal's Smt. Jamnabai H. Wadhwa College of Technology (BCA) & Kothari college of management (BMS) opp. Inlaks Hospital Chembur Colony Chembur Mumbai 400074 hereinafter referred to as "Hemu Kalani Girls College", which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PART

And

KOTAK EDUCATION FOUNDATION, PAN No-AABTK1776A, registered under the Bombay Public Trust Act, 1950, having its registered office at 1st Floor, Ujagar Silk Mills, Sundar Baug, Opposite Deonar Bus Depot, Deonar, Mumbai – 400088, hereinafter referred to as "KEF", which term, unless repugnant to context and meaning thereof shall include its heirs, executors, administrators and assigns of the OTHER PART.



Kotak Education Foundation

1st Floor, North Side, Ujagar Compound,
Sunder Baug, Opp. Deonar bus Depot,
Off Sion-Trombay Road, Deonar,
Mumbai - 400 088

T + 91 22 25482325
www.kotakeducationfoundation.org



DESCRIPTION OF PARTIES:

- I. WHEREAS Hemu Kalani Girls College has a high degree of flexibility and capacity to reach out to the marginalized sections of the society, and a keen pro-people orientation and approach, have collectively enabled Hemu Kalani Girls College to attain specific goals in health and computer education, and also vocational training. In the background of Hemu Kalani Girls College there is also the experience of effective implementation of camps of employable youth, focusing on the necessity of linking the various developmental policies/schemes with local human capital and natural resources.
- II. AND WHERE AS KEF empowers young people (Age group of 18-25 years) from underprivileged families through various education-based initiatives, and equips them with employable skills so they can grow, have a sustainable livelihood and live with dignity.

RATIONALE OF MoU:

Hemu Kalani Girls College and KEF have identified the existence of synergies, expertise and knowledge, which are complimentary to each other and a desire to leverage the same to maximize value creation for clients and society.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1) COMMENCEMENT:

This agreement shall come into force from the signing date of this agreement and be valid for 24 months and binding upon the parties hereto, in consonance to the provisions herein provided. However, if that doesn't happen then we may extend the MoU.

2) RESPONSIBILITY CLAUSE:

a. Of Hemu Kalani Girls College

- Mobilize and provide batches of Center Data Base (CDB) 40 aspirants each as per the criteria of KEF for Banking Financial Services And Insurance (BFSI) in Mumbai.
- For BFSI domains minimum qualification required is TY Current students.
- In addition we will also provide BFSI course for TY pass out students from Hemu Kalani Girls College
- Hemu Kalani Girls College will mobilise as per the pre agreed income and age criteria of aspirants. (Hemu Kalani Girls College will mobilize




graduates of ages between 18 – 25 years from BPL backgrounds having family monthly income upto Rs 26,668/-(per capita Rs 6,667/-pm)

- Provide IT lab / classroom with Windows & MS Office at their center for IT / domain training by KEF facilitators (offline hours given above). Each batch may be split into 2 for this purpose.
- Hemu Kalani Girls College will provide their IT facility / classroom / infrastructure to aspirants for their training on pro bono basis.

a.Of KEF:

- KEF will start the training, once Hemu Kalani Girls College finalizes 40 aspirants for a batch based on the given criteria
- KEF will provide all the content for training

Domain	Total Hours	Daily Hours
BFSI	236 Hrs	4 Hrs per Day

- KEF will provide its facilitators and do the training for the aspirants mobilized by Hemu Kalani Girls College
- Basic IT training with NIIT certification for aspirants is included
- Assessments for domain and non-domain components will be done by KEF
- Placement assistance for all trained aspirants under UNNATI

b.JOINT RESPONSIBILITIES:

I. Certification to be co-branded

3) CONSIDERATION:

It is hereby agreed between the parties that there is no fees/money would be taken or given by KEF to Hemu Kalani Girls College or vice versa.

4) INTELLECTUAL PROPERTY RIGHTS:

- a) Hemu Kalani Girls College shall have exclusive right and ownership in perpetuity over the Intellectual Property Rights in the Training materials, training methodology, module, Case

[Signature]


content exclusively developed by Hemu Kalani Girls College either singly or with the help of any external party. In case any content is developed partly or fully by Hemu Kalani Girls College for the purpose of the activities under this agreement, Hemu Kalani Girls College alone will be entitled to the use of such material / content for the batches during and beyond this agreement.

- b) KEF shall have exclusive right and ownership in perpetuity over the Intellectual Property Rights in the Training materials, training methodology, module, Case Studies/Role Play/Scenarios/Process/Video /Audio in case of content exclusively developed by KEF either singly or with the help of any external party. In case any content is developed partly or fully by KEF for the purpose of the activities under this agreement, KEF alone will be entitled to the use of such material / content for the batches during and beyond this agreement.
- c) If any content is co-created by the parties, Hemu Kalani Girls College and KEF will be allowed the use of such material / content for the training batches during and beyond this agreement.
- d) Licensing of IPR – In case either of the party need to use any such material / content developed under section 4 (a) and or 4 (b) of this MoU, such party can approach the other party who own IPR rights of such material / content & ask for permission to use such content & such other party, based on mutually agreed terms, can license such IPR to such other party for the agreed term accordingly.

5) **CONFIDENTIALITY:**

"Confidential Information" means any and all information transferred by KEF to the Hemu Kalani Girls College hereto under this MoU, whether or not owned or developed by KEF. Confidential Information includes, irrespective of whether the information is designated as confidential and the form or medium in which it is stored, but is not limited to information relating to its beneficiary /beneficiary lists, its employees/employee list, business forecasts, financial information, Company's business policies or practices and information received from third parties that KEF is obligated to treat as confidential. The Confidential Information shall not include any information, which is:

- (i) in the public domain and for reference of the public;
- (ii) discovered or created by Hemu Kalani Girls College without reference to the Confidential Information of KEF, as shown in records of Hemu Kalani Girls College; or



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(iii) otherwise known to the Hemu Kalani Girls College through no wrongful conduct of the Hemu Kalani Girls College.

The Hemu Kalani Girls College recognizes that, by virtue of this MoU, it will be given and shall have access to the Confidential Information of KEF and acknowledges that the same shall remain the sole and exclusive property of KEF. The Hemu Kalani Girls College undertakes not to divulge or communicate to any person (unless required by law, court of law, statutory authority or by any regulation or by any governmental authorities or with proper authority and providing a prior written notice to KEF thereof) or use or exploit for any purpose other than as contemplated under this MoU, any of the Confidential Information which the Hemu Kalani Girls College may receive or obtain as a result of entering into this MoU and the Hemu Kalani Girls College shall use its reasonable endeavors to prevent its officers, personnel, agents, if any, from doing so. The Confidential Information received by the Hemu Kalani Girls College shall be communicated to its personnel engaged to provide the Services on a need to know basis.

All Confidential Information provided to the Hemu Kalani Girls College for the performance of Services under this MoU shall be returned forthwith by the Hemu Kalani Girls College to KEF on termination/expiry of this MoU or on demand by KEF or destroyed (as instructed by KEF) by giving a certificate to that effect by the LCF's authorized representative to KEF.

Use of Hemu Kalani Girls College name and other information: KEF shall have the absolute right to use Hemu Kalani Girls College name and details including but not limited to logo and other brand collateral or details connected with Hemu Kalani Girls College, aspirants etc., photographs of aspirants etc. related to the Programs in any document for publicity, in any media which includes but not limited to digital media, broadcasting media, website, and social media or otherwise and Hemu Kalani Girls College hereby permits the same. Hemu Kalani Girls College also permits KEF to use the data collected (including documents, audio visuals) for analysis, research, reporting or any other purpose and the same may be shared by KEF with external parties.

6) **INDEMNITY:**

That both parties shall not be liable for any unfulfilled obligations, claims and/or liabilities of the other party towards any person, party, company or organization whatsoever in relation to services provided by the said party and both parties declare that they shall alone be liable for all the compliances including but not limited to statutory and otherwise.

7) **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:**



- a. Nothing contained herein shall constitute or be deemed or is intended to constitute any agency, partnership or joint venture between the parties hereto.
- b. None of the parties shall at any time:
 - i. By any act, pledge or credit of the other party, impose contractual obligations on the other party, except the provisions of this agreement.

8) **TERMINATION:**

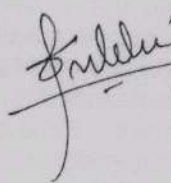

The agreement remains valid till the time it is expressly terminated by either party by at least giving 1 months' notice to the other party.

Each party may terminate this agreement earlier in the event of material breach of any of the terms and conditions contained herein by the other, provided the same has not been rectified satisfactorily by such other party, within 60 days of such material breach. Such material breach is required to be intimated in writing by one party to the other.

THAT this clause does not affect any obligations of the parties arising prior to termination AND THAT such obligations would continue even after termination of this agreement till the time its fulfilled as per the terms of the agreement.

9) **NOTICES:**

- c. Any notice or request with reference to this agreement shall be in English and by letter or facsimile and shall be directed by one party to the other at its respective address as follows:



Amar Shaheed Hemu Kalani Yadgar Mandal's Smt. Jamnabai H. Wadhwa
College of Tehnology & Kothari College of Management Studies: opp. Inlaks
Hospital Chembur Colony Chembur Mumbai 400074

Point of Contact for Communication:

Prof. S. P Vulchi (Hon. Director)

9820499899

Ms. Reshmi Mary Jolly (BCA Coordinator)

9869166976

KEF:

Ms. Vaishali Balshankar

9702234800

Mr. Michael D'mello

9619668106

1st Floor, North Side, Ujagar Compound, Sunder Baug,
Adjacent to Deonar Bus Depot, Off Sion-Trombay Road,
Deonar, Mumbai, Maharashtra 400088

- d. All notices shall be deemed to have been validly given upon:
- The acknowledgement of receipt by the authorised nominee of the party,
 - The business date immediately after the date of the fax or
 - The expiry of 7 days after posting, if by registered AD or speed post.

10) SEVERANCE:

If any term or provision of this agreement shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

11) FORCE MAJEURE:

Both the Parties are released from liability for partial and/or complete non-fulfilment of their ob-ligations, if such non-fulfilment is the consequence of Force Majeure. For the purposes of this MOU, "Force Majeure" means, in relation to

S. P. Vulchi



[Handwritten signature]

either party, any circumstances beyond the reasonable control of that party including, without limitation, acts of God, compliance with any law, order, rule or regulation of any governmental or other authority, acts of any governmental or super-national authority, war or national emergency, riots, civil commotion, robbery, hijack, flood, fire, severe weather conditions, epidemics, pandemics, lock-outs, strikes, other natural disasters such as earthquake, tsunamis etc. and other industrial disputes (in each case, whether or not relating to that party's workforce), embargoes, delays attributable to any Government authorities and accidents.

12) ARBITRATION:

The parties agree that any dispute, controversy or claim arising out of, in relation to or in connection with this agreement, including any question regarding its existence, validity, interpretation, breach or termination ("dispute") shall be submitted to final and binding arbitration at the request of either of the parties upon written notice to that effect to the other.

Such arbitration shall be referred to and finally resolved and adjudicated by a sole arbitrator to be appointed by the mutual consent of the parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

13) JURISDICTION:

The seat of arbitration shall be in Mumbai. The language of the arbitration shall be English. The parties agree that the arbitral award shall be final and binding on all parties.

14) ORGANISATIONS, GOOD STANDING AND QUALIFICATION:

Hemu Kalani Girls College and KEF are duly organised, validly existing and in good standing under the laws of India and have the authority or are otherwise entitled to provide this service.

15) AUTHORISATION:

The parties have full power and authority to enter into this Agreement and constitute a valid and legally binding obligation, enforceable with its terms thereof.

16) APPLICABLE LAW:

This agreement shall be construed and the legal relationship between the parties hereto shall be determined in accordance with the laws of India.

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[Signature]

17) **ASSIGNMENT:**

KEF reserves the right to assign all its rights and/or obligations arising under this MoU to any of its associate, affiliate and/or its group company/ organization without any requirement of previous consent from your side. However, notice of such assignment shall be served to you within 30 days of the assignment.

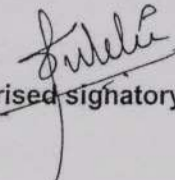
18) **ENTIRE AGREEMENT:**

The agreement of 8 pages represents the ENTIRE AGREEMENT between the parties hereto in the subject matter hereof and supersedes and cancels all prior agreements, arrangements or understandings, if any, whether written or oral between the parties hereto.

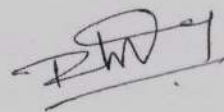
IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this writing on the day and year first above written.

Signed and delivered for

And on behalf of Amar Shaheed Hemu Kalani
Yadgar Mandal's Smt. Jamnabai H. Wadhwa
College of Technology & Kothari College of
Management Studies


(Authorised signatory)

Witnesses

Reshma; Mary Jolly


Signed and delivered for

And on behalf of KEF

Witnesses

Michael D mollo
