

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 26th December Two Thousand Twenty (**2020**),

BETWEEN

Department of Computer Engineering, Vidyalankar Institute of Technology, Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037, the First Party represented herein by its **Dr. Sachin Bojewar (Professor and Head)** (herein after referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns).

AND

Cloud Counselage Pvt. Ltd., 91 Springboard, 1 & 2 Floor, Kagalwala House, Behind Metro House, Plot No. 175, CST Road, BKC, Kalina, Mumbai - 400098, the Second Party, and represented herein by its Managing Partner, **Harshada Topale (Director)**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named: Vidyalankar Institute of Technology
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

Harshada Topale

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Cloud Counselage Pvt. Ltd.**, the Second Party is an IT & Management Consulting, Advisory & Career services company based in Mumbai, founded in February 2015
- F) The Second Party through its career services has a vision to build young skilled workforce of a million by 2022 by up skilling, providing corporate and industry exposure to the aspiring engineers for their continuous professional development. Recently they have hired 1000+ interns from 150+ colleges across Maharashtra and is now collaborating with institutions through Industry-Academic Connect initiative PAN India.

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

CLAUSE 1 CO-OPERATION

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

Harshada T

mind the needs of the industry, the Second Party.

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

CLAUSE 2 SCOPE OF THE MoU

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

Harshada T

provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of the students of First Party.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields like Data science, Machine Learning, Artificial Intelligence, Robotics, etc. whenever possible.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement in accordance with the schedule proposed by Second Party.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **Vidyalkar Institute of Technology**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 If during the operation of the MOU, circumstances may arise 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

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changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

CLAUSE 3 INTELLECTUAL PROPERTY

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

CLAUSE 4 VALIDITY

4.1 This Agreement will be valid for until it is expressly terminated by either Party on mutually agreed terms, during which period Cloud Counselage Pvt. Ltd., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Cloud Counselage Pvt. Ltd.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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

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establishment information in public domain.

CLAUSE 6 FORCE MAJEURE

6.1 The performance by either Party of its obligations under this MOU shall be excused for a period that is considered/ can be considered reasonable under the circumstances resulting in any failure or delay caused by any force majeure events such as riots, war, fire explosion, state of emergency, natural disasters (for example earthquake, cyclone, hurricane, etc.), embargo or requisition or any other act of God. The Party wishing to be excused (pursuant to this clause) shall notify the other Party in writing without delay on the intervention and on the cessation thereof.

Head, Department of Computer Engg.
Vidyalankar Institute of Technology
Vidyalankar Education Campus,
Vidyalankar College Road,
Wadala (E)
Mumbai, 400037

Ph.No.: 022 2410 2321
(First Party)

Cloud Counselage Pvt. Ltd.
91 Springboard, Kagalwala
House, Plot No. 175, CST
Road, BKC, Kalina,
Mumbai - 400098

(Second Party)

This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Mumbai**'.

Harshada T

AGREED:

**For Department of Computer Engineering
Vidyalankar Institute of Technology**


Dr. Sachin Bojewar
Professor and Head,
Vidyalankar Education Campus,
Vidyalankar College Road,
Wadala (E)
Mumbai, 400037

Bojewar




(Authorized Signatory)

For Cloud Counselage Pvt. Ltd.

Director,
91 Springboard, Kagalwala House,
Plot No. 175, CST Road, BKC, Kalina,
Mumbai - 400098.

Harshada T

(Authorized Signatory)

Organization	Vidyalankar Institute of Technology	Cloud Counselage Pvt. Ltd.
Address	Department Vidyalankar Education Campus, Vidyalankar College Road, Wadala (E) Mumbai, 400037	91 Springboard, Kagalwala House, Plot No. 175, CST Road, BKC, Kalina, Mumbai - 400098.
Contact Details	9323232781	93720 87348
Email	Sachin.bojewar@vit.edu.in	harshada.topale@cloudcounselage.com
Web	www.vit.edu.in	www.cloudcounselage.com

<p>Witness 1:</p>  <p>Prof. Sachin Deshpande Associate Professor Vidyalankar Institute of Technology</p>	<p>Witness 2:</p>  <p>Amit K. Nerurkar Assistant Professor Vidyalankar Institute of Technology</p>
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Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this day, the **11th of December, year 2020** between:

The Department of Computer Engineering, Vidyalankar Institute of Technology, having its office located at Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037 (hereinafter referred to as “VIT CMPN” which expression shall include its representatives, successors and assigns) of one part

AND

Kids Galaxy Pvt. Ltd. having its registered office located at Jintoor Road, Parbhani, 431401 (hereinafter referred to as “Kids Galaxy” which expression shall include its representatives, successors and assigns).

VITCE and Kids Galaxy are jointly referred to as ‘Parties’ in this MOU.

In consideration of the mutual obligations herein contained, the parties agree as follows:

OBJECTIVE AND SCOPE OF WORK

KIDS GALAXY PVT. LTD. RESPONSIBILITIES

1. Provide knowledge sharing on latest technologies and projects with students and faculty of VIT which is depending on available resources in the form of:
 - a. Internships
 - b. Value Added Programs
 - c. Faculty Exchange
 - d. Consultancy Projects
 - e. Live Projects
 - f. Workshops

VITCE RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with **Kids Galaxy** for coordination of Kids Galaxy’s activities.
2. VIT Department of Computer Engineering will facilitate to disseminate information related to Kids Galaxy program among the students and faculty members.
3. VIT Department of Computer Engineering will offer live projects with **Kids Galaxy**.
4. VIT Department of Computer Engineering will monitor all activities of students related to projects with **Kids Galaxy**.
5. VIT Department of Computer Engineering will seek recognition with Kids Galaxy on intellectual property created during projects with Kids Galaxy.

ADDITIONAL POINTS

Either parties **cannot** use the name/logo of either parties on their **website or on any event publicity without the prior permission of either parties.**

VALIDITY

This MOU is valid for three year from the date of signing of this MOU. Thereafter the MOU may be renewed for such terms and on condition as may be agreed between parties.

NO ASSIGNMENT

Neither party without the written consent of the other may assign either the benefit or the burden of this MOU to anybody.

TERMINATION

Either party may terminate the MOU for cogent and logical reasons, by giving to the other party 30 days' notice in writing.

NOTICES

Notice would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is mailed to either of the parties by the other party to the following addresses.

Pruthil Suryawanshi, CEO
Kids Galaxy Pvt. Ltd
Jintoor Road,
Parbhani,
431401
Ph.No.: +91 702 004 4948

Principal
VIT.
Vidyalankar Education Campus,
Vidyalankar College Road,
Wadala (E)
Mumbai, 400037
Ph.No.: 022 2410 2321

ENTIRE AGREEMENT

This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

LEGAL EFFECT

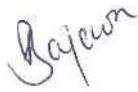
This document is **not intended** to impose any legal obligation whatsoever on either party (whether based in contract, tort or under statutory law). The parties **do not intend to be bound by any agreement** until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting languages.

SIGNATURES

This MOU will come into effect on the day date of signature of the representative of both parties as given:

For Department of Computer Engineering, Vidyalankar Institute of Technology

Signature:



Name: Dr. Sachin Bojewar (Professor and Head)

Date: 21/12/2020

For Kids Galaxy:



Signature: _____

Name: Mr. Pruthil Suryawanshi (Founder and CEO)

Date: 21/12/2020

Department of Computer Engineering

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this day, the 7th of December, year 2020
between:

The Department of Computer Engineering, Vidyalankar Institute of Technology, having its office located at Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037 (hereinafter referred to as “VIT CMPN” which expression shall include its representatives, successors and assigns) of one part

AND

Cerebranium

VIT Computer Engineering department and Cerebranium are jointly referred to as ‘Parties’ in this MOU.

In consideration of the mutual obligations herein contained, the parties agree as follows:

OBJECTIVE AND SCOPE OF WORK

Recruitment

We at Cerebranium are always on the lookout for bright, driven people to be a part of our team. We already have recruited talented interns and full time employees from VIT and look forward to doing the same in the future.

This is a mutually beneficial arrangement and is therefore naturally **mutually pro-bono**.

Research

We look forward to an enriching collaboration with the esteemed professors of VIT to conduct cutting edge research that is closely aligned with the solutions that we engineer at Cerebranium to solve real-world problems at scale. This enables Cerebranium and VIT to publish high quality research papers collaboratively, thus greatly improving institute recognition and credibility.

This is a mutually beneficial arrangement and is therefore naturally **mutually pro-bono**.

Student Collaboration

Cerebranium will provide internships to VIT students and involve students on live projects. This will help students build capacity in upcoming technology domains and make them industry ready.

This is a mutually beneficial arrangement and is therefore naturally **mutually pro-bono**.

Cerebranium Academy

Cerebranium has a large network of experts from the industry from around the world in areas such as mobile engineering, cloud infrastructure, information security, data science, machine learning, deep learning, UX design, brand design, SEO, product management and more.

Department of Computer Engineering

Cerebranium Academy is capable of arranging talks and seminars with this global network of industry experts on a regular basis at VIT, giving the students of VIT an edge over their peers from other colleges.

As an alumnus, I am personally happy to deliver talks and seminars at VIT **pro-bono**. We can discuss speaker compensation for other speakers from Cerebranium Academy on a case-by-case basis, should VIT be interested in conducting such seminars on a more frequent basis.

ADDITIONAL POINTS

Either parties **cannot** use the name/logo of either parties on their **website or on any event publicity without the prior permission of either parties.**

VALIDITY

This MOU is valid for three years from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on condition as may be agreed between parties.

NO ASSIGNMENT

Neither party without the written consent of the other may assign either the benefit or the burden of this MOU to anybody.

TERMINATION

Either party may terminate the MOU for cogent and logical reasons, by giving to the other party 30 days' notice in writing.

NOTICES

Notice would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is faxed to either of the parties by the other party to the following addresses.

Mr. Omkar Pimple (Founder & MD)
Cerebranium OÜ
Sepapaja 6
Tallinn 15551
Estonia
omkar@cerebranium.com

Principal
VIT.
Vidyalankar Education Campus,
Vidyalankar College Road,
Wadala (E)
Mumbai, 400037
Ph.No.: 022 2410 2321

ENTIRE AGREEMENT

Department of Computer Engineering

This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

LEGAL EFFECT

This document is **not intended** to impose any legal obligation whatsoever on either party (whether based in contract, tort or under statutory law). The parties **do not intend to be bound by any agreement** until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting language.

SIGNATURES

This MOU will come into effect on the day date of signature of the representative of both parties as given:

For Department of Computer Engineering, Vidyalankar Institute of Technology

Signature:



Name: Dr. Sachin Bojewar

Date: 07/12/2020

For Cerebranium:

Signature: _____



Name: Omkar Pimple (Founder and Managing Director)

Date: 19/12/2020

MEMORANDUM OF UNDERSTANDING

This MOU is hereby made and entered into 1st day of Nov 2019 & will be effective from 1st Nov 2019 ("effective date")

Between

Jupiter hospital, NABH accredited hospital, Eastern Express Highway, Service Rd, Next To Viviana Mall, Thane, Maharashtra 400601

and

Department of Biomedical Engineering, (NBA Accredited), Vidyalankar Institute of Technology (VIT), situated at Vidyalankar Educational Complex, Vidyalankar College Road, Wadala East, Mumbai, Maharashtra.

Hereinafter for the purpose of this MOU Jupiter Hospital and Vidyalankar shall be jointly referred as "Parties" and individually as "Party".

Whereas Jupiter Hospital is a top ranking hospital providing the healthcare facilities such as Cancer Care Clinic, Cardiac Care, region's largest Pediatric Facility, Liver and Kidney Transplantation facility and Vidyalankar Institute of Technology is an Engineering Degree College affiliated to University of Mumbai. The purpose of this MOU is collaboration between both the parties.

In consideration of the foregoing, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged herein in this MOU, both the parties agree as follows:

a) Term:

This MOU shall be operational from the date of signing and will remain in effect for a period of 3 years from the effective date.

b) Obligation of parties

Parties shall contribute and fulfill the following obligations under the collaboration for the purpose of sharing expertise and mutually cooperate and exchange relevant information for knowledge enhancement.

- 1.1 Vidyalankar Institute of Technology will provide classroom for engaging the guest lectures within the college complex, expertise from Jupiter Hospital can give the talks related to topics such as Computer Networking of Various departments in hospital, Installation and Maintenance and servicing of medical Instrument etc.
- 1.2 Department of Biomedical Engineering, VIT shall identify suitable students for the internship and Jupiter Hospital can provide Internship for maximum two students in the Summer/Winter break. Jupiter hospital can also provide internship to faculties of VIT.
- 1.3 Jupiter Hospital will allow our students for Hospital Visit/Educational tour and give demonstrations on various analytical, diagnostic and imaging equipment.

1.4 Expertise from Jupiter Hospital could also give the advice for curriculum enrichment of biomedical engineering as and when required so that the syllabus design could be more efficient to make our students Industry ready.

1.5 No financial obligation is involved from either of the party in the existing MOU.

c) Duration

This agreement is valid for the period of three years from the effective date and extendable by mutual agreement between the parties. The agreement may be terminated by a notice of two months by any party and the consent by the other party.

For Jupiter Hospital

Mr. ^{Neelesh}Shinde
Signature
Designation: CTO
Date:



Coordinator:
Ms Trupti wadkar,
Assistant General Manager,
Jupiter Hospital



Witness 1



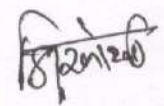
For Vidyankar Institute of Technology

Dr. Saurabh Mehta
Signature
Designation: CAO
Date :



Coordinator: Suvarna
Prof Suvarna Udgire
Assistant Professor
Vidyankar Institute of Technology

Witness 2



**Department of Biomedical Engineering
Vidyankar Institute of Technology,
Antop Hill, Wadala (E), Mumbai-37.**



महाराष्ट्र MAHARASHTRA

2018

TC 974617

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००२४
17 APR 2018
सक्षम अधिकारी

श्रीमती. एस. दि. मसुरकर,

COLLABORATION AGREEMENT

This Collaboration Agreement is executed on this 3rd day of May, 2018 ("Effective Date").

By and Between

Wipro GE Healthcare Private Limited, a company incorporated and existing under laws of India, having its registered office at No. 4, Kadugodi Industrial Area, Bangalore 560067, India (hereinafter referred to as "WGE" which expression shall, unless repugnant to the context shall mean and include its Affiliates, representatives, successors and permitted assign) as party of the **FIRST PART**;

AND

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महाराष्ट्र MAHARASHTRA

2018

TC 974618

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००२४
17 APR 2018
सक्षम अधिकारी

श्रीमती. एस. वि. मसुरकर

Vidyalankar Institute of Technology an Educational Institute at Vidyalankar College Marg, Wadala (East) Mumbai – 400037 (herein after referred to as “VIT” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's Affiliates, successors and permitted assigns) as party of the **SECOND PART**.

WGE and VIT are hereinafter collectively referred to as the “Parties” and individually as “Party”.

Recitals

- WGE is, *inter alia*, engaged in the business of manufacture, design and distribution of medical imaging and diagnostic equipment including but not limited to educating its customers into various areas of medical equipment and applications;
- VIT is a pioneering institution in the field of education;



- C. WGE offers various educational courses for skill development and skill enhancement to students and/or healthcare professionals of any country worldwide through healthcare institutes set up in India on its own (“**GE Healthcare Institute**”) and in collaboration with partners (“**Healthcare Institute(s)**”) [hereinafter collectively referred as the “**HCI(s)**”]. WGE also offers online and offline training, observer ship and online/offline courses (“**Training(s)**”) opportunities to the Participants (defined below) for hands on and/or practical learning for the Participants under supervision of qualified healthcare professionals through engagement with third parties for such Trainings at third party site.
- D. WGE intends to work with VIT to establish “**Healthcare Institute(s)**” (the “**HCI**”) in India and further expand the network and develop skilled healthcare technical / support staff in India by offering mutually identified Skill Enhancement Course (the “**Collaboration**”).
- E. VIT has agreed to set up the HCI at VIT Campus with WGE and therefore, the Parties have mutually agreed to enter into this Agreement on the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS AND CONSTRUCTIONS**

- 1.1. Unless otherwise specifically provided in this Agreement, the terms below, used in the singular or plural form, in both genders, when in capitalized initials, shall have the following meanings:
- 1.1.1 “**Affiliate**” in relation to a company shall mean any company which controls, is controlled by, or is under common control with, that company. A company shall be regarded as being in control of another company if, directly or indirectly, it owns more than twenty six percent (26%) of the voting share capital of the other company, it has the power to appoint at least half of the members of the board of directors of the other company or otherwise has the legal power to direct the general management of the that company.
- 1.1.2 “**Agreement**” means this Collaboration Agreement together with all annexures and schedules, as amended from time to time along with the NDA;



- 1.1.3 **"Applicable Law"** means any applicable laws, rules and regulations, including, but not limited to, any rules, regulations, guidelines, ordinances or other requirements of the Regulatory Authorities that may be in effect from time to time in relation to this Agreement;
- 1.1.4 **"Collaboration"** shall have the meaning as set out in Recital C;
- 1.1.5 **"Confidential Information"** means information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, should be treated as confidential by the Receiving Party, and includes, without limitation: (i) information relating to Disclosing Party's clients, services, and strategic plans; (ii) Disclosing Party's business policies or practices; (iii) technical, financial (pricing and quotation) or other technical or business information or trade secrets of Disclosing Party (whether or not marked as confidential); (iv) any proprietary information associated with the medical equipment of WGE; (v) identifiable patient information; and (vi) information received from third Parties that Disclosing Party is obligated to treat as confidential. Notwithstanding the foregoing, the Receiving Party shall have no obligations with respect to any information which (i) is or becomes publically available through no act of the Receiving Party in breach of this Agreement, (ii) was in the possession of the Receiving Party prior to its disclosure or transfer and the Receiving Party can so prove, (iii) is independently developed by the Receiving Party and the Receiving Party can so prove, and (iv) is received from another source without any restriction on use or disclosure;
- 1.1.6 **"Course"** means the list of courses in different fields as set out in Annexure I;
- 1.1.7 **"Course Material"** shall have the meaning as provided in Clause 3.1.3;
- 1.1.8 **"Defaulting Party"** shall have the meaning as set out in Clause 15.1;
- 1.1.9 **"Disclosing Party"** means the party disclosing the Confidential Information herein;
- 1.1.10 **"Effective Date"** shall mean the date mentioned above in the preamble;
- 1.1.11 **"Equipment"** means equipment identified by the Parties in the Plan in the agreed quantity to be procured by VIT as required for the Courses at HCI;
- 1.1.12 **"Executive Steering Committee" or "ESC"** means the committee set up as per Clause 5 herein;
- 1.1.13 **"Force Majeure"** shall have the meaning as set out in Clause 19.3.
- 1.1.14 **"GE Healthcare Institute"** shall have the meaning set out in Recital C;
- 1.1.15 **"HCI"** shall have the meaning as set out in Recital C;



- 1.1.16 **"Intellectual Property Rights"** shall have the meaning set out in Clause 9.1;
- 1.1.17 **"Letter"** shall have the meaning set out in Clause 2.2;
- 1.1.18 **"NDA"** means the Non-Disclosure Agreement dated 3rd May 2018, executed by the Parties;
- 1.1.19 **"Non-Defaulting Party"** shall have the meaning as set out in Clause 15.1;
- 1.1.20 **"Participant(s)"** means the students/candidates who will enrol for the Courses in HCI;
- 1.1.21 **"Plan"** means the plan for marketing, development, identification of site, equipment, cost, revenue structure, operations and other details as required for the Courses at the HCI under the Collaboration, prepared mutually by both the Parties and annexed to the Letter in the format as set out in Annexure II;
- 1.1.22 **"Policies"** shall have the meaning set out in Clause 18.1;
- 1.1.23 **"Regulatory Approval"** means the permissions, license or consent from the Regulatory Authorities for the Collaboration as per Applicable Law;
- 1.1.24 **"Regulatory Authorities"** means any applicable national, regional, state, provincial or regulatory agencies, departments, commissions, councils or other national advisory bodies;
- 1.1.25 **"Receiving Party"** means the Party receiving the Confidential Information herein;
- 1.1.26 **"Site"** shall have the meaning set out in Recital E;
- 1.1.27 **"Skill Enhancement Course"** shall mean the courses listed under the category of skill enhancement course in Annexure I and as amended from time to time;
- 1.1.28 **"Sub-Contractor"** shall have the meaning as set out in Clause 12.1;
- 1.1.29 **"Term"** means the duration of this Agreement as agreed by the Parties under Clause 13.1;
- 1.1.30 **"Training Equipment"** shall mean the equipment for simulation laboratory excluding any consumables agreed by the Parties in the Letter to be installed at HCI by WGE as per Clause 4.7 herein;

2. SCOPE OF THE AGREEMENT

- 2.1 The Parties have agreed to execute this Collaboration with the primary objective of establishing a the HCI at the Site. The HCI will primarily focus on providing education and training to Participants enrolled in such HCI and train them to become skilled healthcare technical / support staff or to enhance their existing technical skillsets including leadership skills. The Courses offered by HCI will be Skill Enhancement Course.
- 2.2 The Parties agree to establish the HCI at the Site and will be named **"GE Healthcare- VIT Centre for Academic Excellence"**. The education and training program shall require practical



training experience to be provided to the enrolled Participants. The Parties shall provide such training at HCI and through existing and future arrangements of VIT with hospitals and other appropriate clinical training sites mutually identified by the Parties in the Plan, for the Term of this Agreement.

- 2.3 Unless otherwise agreed specifically in writing by the Parties, in the event of a conflict between the terms of this Agreement and any of the annexures, letters and schedules, the terms of this Agreement will prevail.

3. OBLIGATIONS OF PARTIES

Parties shall contribute and fulfill the following obligations under the Collaboration for the purpose of establishing HCI at the Site:

3.1 WGE's Responsibilities:

- 3.1.1 WGE will conduct market research and based on the result of such market research will identify the areas on which courses are to be offered by HCI to the Participants. WGE shall identify the portfolio of courses to be offered to the Participants under each HCI and such courses will be designed by WGE with its expertise and knowledge in the healthcare sector. WGE, in consultation with VIT has finalized the Courses listed in Annexure I which may be amended from time to time. For the purpose of establishing the HCI, WGE shall identify new courses, if any, in the Plan.
- 3.1.2 WGE shall finalize the cost structure and modes of payment for each of the courses conducted at HCI. This cost structure can be changed, as mutually agreed between the Parties.
- 3.1.3 WGE shall develop the Course along with its curriculum for the purpose of offering these Courses to Participants in HCI (the "Course Material"). Creation of Course and its content by WGE shall include the following:
- Getting reviews on curriculum and content from experts within WGE and its Affiliates as well as outside consultants engaged by WGE for the said purpose;
 - Identifying key learning objectives and competencies achieved for each Course;
 - Developing trainer's and Participant's manuals for each of the Courses;
 - Developing lecture aids like simulations, role play, case study etc. wherever applicable; and
 - Interactive sessions with global experts through webinars and conferences wherever applicable.



- 3.1.4 In the event, VIT determines that Course Material is required to be modified to comply with any regulatory requirements under Applicable Law, the Parties shall agree to modify the Course Material at a cost agreed between the Parties under the Plan.
- 3.1.5 WGE will conduct the Skill Enhancement Courses at the place to be identified by VIT inside the college for the students at agreed fees as set out in Annexure III. These Skill Enhancement Courses will be offered in a planned manner as per availability to VIT students along with any participants mobilized by VIT. Students and or participants mobilized by VIT attending the Skill Enhancement Course shall register and enroll at GE Healthcare Institute as per the Education Terms and Conditions. The Parties agree that WGE shall offer the Skill Enhancement Courses in a planned program mode as per availability at the GE Healthcare Institute during the Term of this Agreement.
- 3.1.6 WGE shall develop a marketing campaign in discussion and agreement with VIT ensuring that the Parties can achieve maximum reach within India through the channels and resources of VIT. WGE will support VIT in development of marketing collaterals, brochures and other marketing material.
- 3.1.7 WGE shall provide expert trainers for modules of Skill Enhancement Course to be conducted at HCI as mutually agreed by the Parties.
- 3.1.8 Subject to the terms of Clause 4.7, WGE shall provide the Training Equipment for simulation lab for the HCI as agreed in the Annexure 3. Any other equipment required for the simulation lab or HCI to be functional shall be procured by VIT as per Clause 3.2.1.
- 3.2 VIT Responsibilities:**
- 3.2.1 VIT shall develop a plan for providing infrastructure facilities required for the purpose of running HCI and such facilities shall be identified in the Plan. These facilities at HCI shall include classrooms, laboratories or any other infrastructure requirement for the HCI as agreed by both parties. These facilities will be owned by VIT or any of its Affiliates. VIT shall prepare the Plan in compliance with WGE environment, health & safety guidelines to set up HCI. VIT shall:
- Identify HCI and layout design as per mutual agreement between the parties;
 - Enter into necessary arrangement with its Affiliate to procure sufficient rights, title and interest for using facilities at HCI which is owned by its Affiliate ensuring that the site is available for the purpose of Collaboration during the Term of this Agreement;
 - Develop electrical, information technology, fire safety and other relevant plans for the institute; and



- d) Obtain approvals and requisite licenses from Regulatory Authorities required under Applicable Law to establish the HCI.
- 3.2.2 VIT shall at its own cost procure the physical infrastructure at HCI with required space for conducting the Courses and ensure that all required Equipment are available in classroom and laboratories for these Courses. VIT shall:
- a) Identify and procure Equipment from WGE for the purpose of providing the Course at HCI. WGE shall install the necessary equipment's at the HCI retaining the ownership titles, however, the consumables required for the training shall be purchased and made available at the HCI by VIT.
 - b) Develop adequate infrastructure at HCI for conducting Courses listed herein and any other courses agreed by the Parties as per the Plan;
 - c) Provide and ensure that hospital and diagnostic center or other sites provide the facility including classroom and laboratories for observer-ship and live hands on experience for participants under existing or future engagements with VIT during the Term of this Agreement;
 - d) Procure all Regulatory Approvals required for the purpose of use of Equipment during the Term of this Agreement.
- 3.2.3 VIT shall support the operations at the HCI ensuring smooth functioning of the facility for providing Courses at HCI by:
- a) Provision of utilities, cafeteria, washrooms, etc.; and
 - b) Housekeeping and security.
- 3.2.4 VIT will leverage its channels for mobilization of participants for all Courses to be conducted in HCIs. VIT shall also mobilize participants for the Skill Enhancement Courses conducted by WGE at the HCI.
- 3.2.5 VIT will provide administrative support at the facility by nominating a center manager for managing operations of HCI.
- 3.2.6 VIT agrees that it may later require medical equipment for its institutions across India. WGE is engaged in the business of manufacturing, selling or distributing medical equipment, as listed on GE website, in India. VIT agrees that for supply of the medical equipment (sold/distributed by WGE in India) required at VIT, WGE shall have the first right of refusal. For every purchase VIT shall share the details of specifications along with other details of supply related to the medical equipment first with WGE. WGE shall confirm within thirty (30) days and share the product quotation with VIT. In the event, WGE rejects the proposal

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or for any reasons, is unable to supply the required equipment in the time period agreed by the Parties, VIT may procure the equipment from any third party.

4. REGULATORY APPROVAL AND EQUIPMENT LICENSE

- 4.1 The Regulatory Approvals shall be applied for and obtained by VIT for the HCI as per the requirement under Applicable Law.
- 4.2 For purposes of obtaining the Regulatory Approval for HCI, VIT shall procure and provide all required documents pertaining to the site and along with all details of facilities and infrastructure provided by VIT or its Affiliates under the Collaboration herein.
- 4.3 The Regulatory Approval required for the purpose of establishing and offering Courses in India will be obtained in such HCI name and manner as may be mutually agreed in writing by the Parties in the respective Plan.
- 4.5 To facilitate the grant of Regulatory Approval for Courses WGE agrees to extend all necessary assistance and support, including without limitation provision of necessary documents and/or data to respond to questions and potential enquiry or visits organized by the Regulatory Authorities.
- 4.6 WGE may, at its sole discretion, for the purpose of training the Participants of the Course, in addition to the agreed list of Equipment in the Plan, at no additional cost provide the Training Equipment at HCI having required amenities, safety and power supply as specified by WGE, for installation of the Training Equipment.
- 4.7.1 VIT agrees that this Agreement does not intend to nor deems to transfer the title over the Training Equipment to VIT and WGE is and continues to be the sole and exclusive owner of the Training Equipment provided by WGE under the Agreement.
- 4.7.2 VIT further agrees and undertakes that VIT shall not, on its own or cause any third party to with respect to Training Equipment provided by WGE under this Clause 4.7.2:



- a) create any charge, hypothecation, lien or third party right or interest over the Training Equipment;
 - b) use the Training Equipment in any manner which is not in accordance with the terms of this Agreement or for any purpose other than the Collaboration; and
 - c) lease, rent, sell or in any manner transfer or part with possession (save returning the Training Equipment to WGE) of the Training Equipment;
- 4.7.3 VIT agrees and undertakes that the Training Equipment shall be serviced and maintained exclusively by WGE and VIT shall not allow any third party to service, repair or operate the Training Equipment.
- 4.7.4 During the validity of this Agreement, WGE shall free of cost service and repair the Training Equipment except in cases of any damage is caused to the Training Equipment due to wrongful operation or negligence by VIT employees or officers in which case the cost of repair shall be borne by VIT.
- 4.7.5 VIT agrees and undertakes that the Training Equipment shall be used only at the site where the same is installed by WGE and further that the Training Equipment shall only be used and operated by VIT employees and / or by Participants for the purpose of this Collaboration.
- 4.7.6 In case the use of the Training Equipment is regulated by Pre-Conception and Pre-Natal Diagnostic Techniques (PCPNDT) Act, 1994 ("PCPNDT"), the Training Equipment will be delivered only against submission by VIT to WGE of appropriate PCPNDT registration certificates along with affidavits to be issued in form and substance acceptable to WGE and VIT undertakes that the Training Equipment shall at all times be used only in strict compliance with all requirements of PCPNDT and other Applicable Law.
- 4.7.7 VIT and its employees, agents shall comply with all provisions of PCPNDT and rules made thereunder including, but not limited to, those related to necessary intimations to be sent to the relevant Regulatory Authority under PCPNDT and requirement of appropriate consent forms.
- 4.7.8 VIT shall immediately and forthwith inform WGE of any change in its management and ownership and stop use of the Training Equipment, under intimation to the Regulatory Authority under PCPNDT



4.7.9 Prior to returning the Training Equipment to WGE, VIT shall ensure the complete and irrevocable deletion of any and all information that may have been stored in the Training Equipment, or any of its accessories provided hereunder. Such deletion shall be completed in accordance with user instructions provided by WGE. In the event VIT is unable for technical reasons to complete the deletion, VIT shall provide immediate notice of this to WGE. At VIT's written request and instructions, WGE staff shall issue written technical instructions and/or assist with the deletion of the data with VIT.

5. RELATIONSHIP OF PARTIES

5.1 At all times in providing the Support, VIT and WGE shall act on a principal to principal basis only. Nothing in this Agreement constitutes or may be deemed to constitute a relationship of principal and agent, employer and employee, partnership or joint venture between the Parties hereto or any subsidiary, parent, holding company or affiliate thereof.

5.2 VIT and its employees, personnel, agents, contractors etc. shall have no authority or right to bind WGE in any manner. Further, the employees and personnel of VIT shall be employed by VIT and shall be governed by the terms of VIT employment of them and VIT shall at all times be solely responsible and liable for and in respect of such employees and personnel.

6. FUNDING, REVENUE AND EXPENSES

6.1 WGE's fee for conducting the course at the HCI shall be fixed amount per Participant attending the Course offered at the Site. Further, WGE's fees to conduct Courses at Site shall be fixed amount during the Term as set out in Annexure III ("Fees") exclusive of taxes, if any. Parties agree that Fees shall not be revised during the Term of the Agreement for any reason.

6.2 In the event, any additional expenditure is incurred by WGE for the purpose of providing the Services, WGE shall obtain prior written approval of VIT and such expenditure shall be reimbursed to WGE on actuals upon submission of required receipts. WGE agrees to submit any supporting documents required for the purpose of reimbursing these additional expenditures. Fees will be payable monthly by VIT to WGE and invoices shall be submitted to WGE within seven (7) days after completion of every calendar month providing detail of activities performed (in the invoice). VIT will be responsible for all charges, costs and fees incurred as a result of WGE performing its obligations, rendering its Services, and providing deliverables hereunder. VIT shall make payment within ten (10) days after receipt of an invoice from WGE. No fees for any additional services shall be due unless such services and Fees are agreed to in writing by VIT prior to WGE's performance thereof.



- 6.3 In the event that VIT disputes any invoice submitted, VIT shall provide written notice to WGE within fifteen (15) days of the invoice received detailing the nature and specific circumstances surrounding such dispute. Both Parties shall resolve the dispute within thirty (30) days and VIT shall make payment, not later than thirty (30) days, after resolution of such dispute.
- 6.4 VIT shall be responsible to pay for all taxes, central, state or local, together with all governmental filing related thereto, which arise out of the conducting the course hereunder, or which arise as a result of Fees paid hereunder.
- 6.5 The Parties acknowledge that the fees agreed herein may change due to change in applicable tax and the Parties further agree and accept that any subsequent increase in any of the duties, levies or taxes or any rates thereof, including any new duties, levies or taxes (such as GST) imposed by the Government, after the Effective Date will also be payable additionally by the Party responsible to pay such taxes.

7. PLAN

Parties agree to develop a Plan for the purpose of establishing a the HCI in India and contribute as per the obligation of each Party set out in Clause 3 hereinabove. VIT undertakes to obtain all Regulatory Approvals required for the purpose of establishing the HCI under Applicable Law.

8. CONFIDENTIALITY AND USE RESTRICTION

- 8.1 Parties have entered into a NDA and this Clause 8 shall be in addition to the provisions of NDA. In connection with the Agreement, each Party may disclose, make available or provide access to its Confidential Information ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Receiving Party shall only use Confidential Information for the limited express purpose of this Agreement. Except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to the Disclosing Party to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent), Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party. Receiving Party shall at all times maintain confidentiality of Confidential Information and shall take all reasonable security precautions (and in any event at least as great as the precautions Receiving Party takes to protect its own comparable confidential information) to keep confidential and protect the Confidential Information from unauthorized access and use. References to Receiving Party or Disclosing Party shall be deemed to include the respective Affiliates.



8.2 Rights and Remedies -

- a) **Notification.** Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of any Confidential Information or Course Materials, or any other breach of this Agreement, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information or Course Materials and prevent their further unauthorized use.
- b) **Return of Confidential Course Materials and Confidential Information.** At Disclosing Party's request, Receiving Party shall promptly return all originals, copies, reproductions and summaries of Confidential Information or Course Materials, at Disclosing Party's option, and certify destruction of the same.
- c) **Injunctive Relief.** Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the other Party's Confidential Information or Course Materials and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. INTELLECTUAL PROPERTY

- 9.1 All Course Material created by WGE, its employees, agents or subcontractors will be the sole and exclusive property of WGE and WGE shall have all right, title and interest, including ownership of all intellectual property rights therein including trademarks, trade secrets, copyrights, database rights and patents, if any, in Course Material ("**Intellectual Property Rights**"). Parties agree that during the term of this Agreement the Course Material designed and developed by WGE for HCI will be used by VIT solely under this Collaboration and for no other purpose
- 9.2 Parties agree that the name of HCI along with any goodwill associated with these names will be jointly owned by WGE and VIT. Each Party covenants that neither Party nor any of its Affiliates shall use the name nor make any attempt without prior written consent of the other Party to register the names as trademarks under Applicable Law or obtain any right, title or interest in the joint name of HCI. Each Party and its Affiliates shall not, while this Agreement is in effect or thereafter, attempt to obtain any right in, or use any trademark or name that is identical with or confusingly similar to, or is a derivative or abbreviation of, any of the HCI joint name.
- 9.3 The Parties agree that use of Course Material prepared by WGE shall be restricted for the purpose of the Collaboration. WGE can use the Course Material with other parties. Any unauthorized use of Course Material by VIT for the purpose of or in collaboration with any



third party without written consent of WGE shall be considered to be a material breach of this Agreement.

10. PROMOTION

- 10.1 Parties hereby agree to the use of their respective name, trade name, symbol, or abbreviation, namely VIT and GE, for the purposes of Collaboration under this Agreement, and in a manner approved in writing by concerned Parties for any such use. In addition to what has been stated above, in the event any name, trade name, abbreviation or symbol owned by Parties or any of its Affiliates is used such use has to be governed by the branding guidelines of respective Party or its Affiliates. The use of GE name shall be approved as per the GE brand guidelines by WGE or any of its employees or officers.
- 10.2 Parties agree that during the term of this Agreement the promotion material designed and developed by WGE for HCI will be used by VIT solely under this Collaboration and for no other purpose.
- 10.3 Each HCI shall be established in the manner as may be agreed in writing by the parties for each HCI in the Plan. All rights and title including any goodwill generated for the name will be jointly owned by the Parties as set out in Clause 9.2 hereinabove.
- 10.4 VIT agrees that pursuant to Clause 3 herein, any marketing or advertisement activity conducted by VIT shall be restricted to the scope of this Agreement and such marketing or advertisement/promotion collaterals used by VIT shall be pre-approved or designed by WGE. VIT shall not modify any of the collaterals without prior written consent of WGE and shall not make any representation to prospective participants or students outside the scope of this Agreement. VIT agrees that any breach of this Clause 10.4 shall be construed as material breach of this Agreement and any liability related to such breach shall be the sole liability of VIT.

11. REPRESENTATION AND WARRANTIES

- 11.1 Each Party warrants to the other that it shall have and maintain appropriate/applicable licences, approvals, permits, certifications and the like necessary to lawfully perform its obligations under this Agreement.
- 11.2 Each Party represents to the other that it has the necessary right and authority to enter into this Agreement and to the best of its knowledge, it is not party to any agreement which would prevent it from fulfilling its obligations under this Agreement. VIT agrees that during the term of this Agreement, it will not enter into any agreement to partner or to provide



services which would in any way prevent it from partnering in the Collaboration contemplated under this Agreement or resulting into conflict of interest.

11.3 VIT hereby represents and warrants that:

- a) it has the title and/or right to use HCI for the Term of this Agreement as HCI for the purpose of Collaboration under this Agreement;
- b) use of HCI for the purpose of this Agreement will not infringe the valid intellectual property rights of any third party;
- c) there is no claim or litigation pending, or, threatened, concerning any infringement or alleged infringement of any third party's valid and enforceable intellectual property rights in relation to the Collaboration under this Agreement;
- d) that the establishment of HCI will be conducted in compliance with Applicable Laws and with the standard of care. WGE and VIT Policies will be used in conducting the Course at agreed HCI, unless otherwise specifically stated in the Agreement. VIT further represents and warrants that HCI has not been debarred or blacklisted under Applicable Law and that it holds all appropriate and required licenses, approvals and authorizations for the purpose of conducting the Course for HCI at site. Site will not employ any person or entity that has been so debarred to perform any services as required under this Collaboration;
- e) VIT has obtained and will continue to maintain all required Regulatory Approvals for the purpose of setting up HCI at the agreed HCI including but not limited to AICTE, if required, approval for the HCI; and
- f) VIT agrees that if required for the purpose of training, VIT will be responsible for entering into required arrangement with hospitals, diagnostic centres and other training sites to procure sufficient rights, title and interest for using the site to train the Participants during the Term of this Agreement. VIT will ensure that such site is available for the purpose of this Collaboration during the Term at the sole cost and expense of VIT.

12. SUB CONTRACTORS

12.1 VIT shall enter into agreements with sub-contractors for the purpose of arranging the infrastructure and providing facilities to conduct the Courses at HCI (collectively, "Sub-Contractors"). VIT agrees that any of the obligations set out in Clause 3 shall be performed either by VIT or Sub-Contractors and VIT shall always remain responsible to WGE for performance of obligations through its Affiliates or Sub-Contractors. For avoidance of doubt, WGE shall have no direct obligations and therefore no liability towards such Sub-Contractors.



13. **TERM AND TERMINATION**

13.1 This Agreement shall be valid for five (5) years from the Effective Date, and thereafter for such periods of time as may be mutually agreed by the Parties in writing (“Term”). If the Parties are unable to agree upon the terms and conditions for the renewal of the Agreement at least thirty (30) days prior to the expiry of the Term, Agreement will be deemed automatically terminated.

13.2 Parties may mutually agree to fully or partially (for particular HCI) terminate this Agreement for any reason by giving 3 months’ notice from other side.

13.3 This Agreement may be terminated with immediate effect by written notice given by a Party (hereinafter referred to as the “Terminating Party”) to the other Party in the event that any of the said other Party (hereinafter referred to as the “Defaulting Party”):

- (a) commits a breach of terms and conditions of this Agreement, and where the breach is capable of being remedied, fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof by the Terminating Party; or
- (b) commits a breach of terms and conditions of this Agreement, and where the breach is not capable of being remedied, immediately upon receipt of the written notice issued in respect thereof by the Terminating Party; or
- (c) becomes insolvent, files for any form of bankruptcy, goes into liquidation or is put under judicial management, makes any assignment for the benefit of creditors, has a receiver, administrative receiver, official liquidator, provisional official liquidator or officer appointed over the whole or a substantial part of its assets, ceases to conduct business or sells its business to another person, or a winding up petition is admitted against it or an act equivalent to any of the above occurs under the laws of the jurisdiction of the Defaulting Party.

14. **CONSEQUENCES OF TERMINATION**

14.1 In the event of partial termination for identified HCI, the Parties shall continue to perform their obligations under the Agreement with respect to the other HCIs set up herein.

14.2 In the event of termination of this Agreement both the Parties shall promptly:



- (a) Stop all activities as under the Collaboration for each HCI and further stop any use of any trade names or trademarks and remove them from all buildings and sites used for the purpose of the Collaboration; and
- (b) Return to WGE all WGE provided or owned records and data in possession of VIT including but not limited to Confidential Information and Course Material and documents relating to the marketing, sales, and conduct of classroom sessions.
- 14.3 The termination or expiration of this Agreement shall not in any way affect the rights and obligations of the Parties under the following clauses, all of which survive termination: Clause 8(Confidentiality and Use Restriction), 9 (Intellectual Property), 14 (Consequences of Termination), 15(Liability and Indemnity), 16(Limitation of Liability) and 17 (Governing Law and Dispute Resolution).
- 14.4 In the event of termination neither Party shall have the right to use the joint name of HCIs as agreed between the parties in terms of this agreement for any purpose or for the purpose of establishing similar institutes for offering healthcare related courses. Both VIT and WGE agree to forego their rights in the joint ownership of the name and any goodwill associated with it. In the event Parties register any trademarks under Applicable Law for the name as agreed mutually in terms of the agreement, then such trademark will be jointly owned by the Parties and in the event of termination neither Party shall have the right to use such trademark.
- 14.5 The Regulatory Approvals obtained by the Parties under this Collaboration shall be owned by the Parties who obtained it as per the provisions of this Agreement and in the event of termination Parties shall have the right to individually use the Regulatory Approvals for any other purpose.
- 14.6 In the event of termination or a notice of termination served by either Party, the Parties agree that no further Participants will be enrolled for the Courses in the HCI.
- 14.7 Notwithstanding anything stated under Clause 13 above, Parties agree that in the event of termination of this Agreement as per Clause 14 herein above it may cause inconvenience to the Participants enrolled for the Courses in the HCI. Therefore, Parties acknowledge that both Parties shall continue to perform their obligations under this Agreement until all Participants enrolled prior to the date of termination complete the Courses in HCI for which they have already enrolled. Parties agree to cooperate and ensure that training of Participants under a Course is conducted and completed in a timely manner ensuring compliance with this post termination obligation.



15. LIABILITY AND INDEMNIFICATION

- 15.1 The Parties hereby agree and acknowledge that the obligations of both the Parties under the Agreement and more specifically under Clause 3, 4 and 11 herein shall be vital elements in offering training Courses to Participants under the Collaboration. In the event of default or breach by a Party of its obligations under the Agreement (“**Defaulting Party**”), such default or breach shall have a material adverse effect on the business of offering training Courses to Participants in the HCI and may result into discontinuity of offering Courses under this Collaboration. In such event, Parties agree that any liability, loss or damage incurred or suffered by the other Party (“**Non Defaulting Party**”) due to claims including third party claims related to the Courses offered by HCI shall be solely borne by Defaulting Party.
- 15.2 The Parties undertake that resolution and handling of any claims, actions or disputes made by Participants pertaining to the Courses at HCI including but not limited to refund of fees are the sole responsibility of Defaulting Party.
- 15.3 The Defaulting Party shall indemnify and hold and save harmless to the Non-Defaulting Party, its officers, Trustees, Members, Directors, employees and agents against all liabilities, losses, damages, claims, actions, costs, expenses (including reasonable attorney fees and legal costs) including third party liabilities, losses, damages, claims, actions, costs, expenses (including reasonable attorney fees and legal costs), whether under statute, contract, tort or otherwise, in respect of or arising from or in relation to:
- a) Breach of any conditions and obligations contained in this Agreement and/or representation and warranties;
 - b) Any default or breach under Applicable Law; and
 - c) Any default, gross negligence, wilful misconduct, actions or omissions of Defaulting Party or its Affiliates or any of their employees or officers.

16. LIMITATION OF LIABILITY

- 16.1 IN NO EVENT EITHER OF THE PARTY WILL WGE BE LIABLE TO THE OTHER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT VIT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.



17. **GOVERNING LAW AND DISPUTE RESOLUTION**

17.1 The Agreement shall be construed and controlled by the laws of India. Any dispute, controversy, or claim relating to this Agreement (a “Dispute”) will be resolved first through good faith negotiations between the Parties. The Parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within twenty one (21) days or such extended time as mutually agreed between the Parties after issue of a dispute notice, the Dispute will become referable to arbitration by a panel of 3 arbitrators wherein each party shall appoint one arbitrator within 15 days from issue of dispute notice and the 2 appointed arbitrators shall jointly appoint the third arbitrator. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory re-enactment or modification for the time being in force. The venue and the seat of arbitration shall be Bengaluru only, India. Either Party shall be entitled to apply to the competent courts at Bengaluru, India for interim or interlocutory relief in respect of such arbitration. When any Dispute is under arbitration, except for the matters under Dispute the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Agreements during the pendency of the arbitration proceedings.

18. **COMPLIANCE AND BUSINESS PRACTICES**

18.1 Parties agree that under this Collaboration business through HCI will be conducted in an ethical manner. Parties will ensure that the directors, employees, contractors and agents comply with the policies, as may be agreed mutually between the parties, applicable to business under this Collaboration, including WGE policies on Improper Payments, Privacy, Complying with the Competition Laws, Fair Employment Practices and, Working with Governments, Conflicts of Interest and Money Laundering Prevention Policy in carrying out their responsibilities under this Agreement (collectively the “Policies”).

19. **MISCELLANEOUS**

19.1 **Notices:** All notices required under this Agreement will be sent by a nationally recognized overnight courier. Notices will be deemed given on the date delivered to the recipient (it being agreed that the sender will retain proof of delivery). Notices will be sent to as follows:

If notice to **WGE**:

Attention: Mr. Marut Setia, Director Education and Professional Services
Address:



7th floor summit tower B
Wipro GE Healthcare
Brigade metropolis,
Mahadevapura
Bangalore 560048
Email: marut.setia@ge.com

If notice to VIT:

Attention:
Address: Vidyalankar Institute of Technology ,Vidyalankar College Marg, Wadala (East),
Mumbai – 400037
Email: principal@vit.edu.in

- 19.2 **Assignment:** Neither Party shall sell, assign, delegate, or otherwise transfer any of its rights or obligations hereunder without the prior written consent of other Party. Subject to these restrictions, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 19.3 **Force Majeure:** Any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or acts of terrorism. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. If the delay lasts more than ninety (90) days, either Party may terminate this Agreement upon written notice.
- 19.4 **Modification and Waiver:** This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both parties. To the extent that any term in any document, other than a writing signed by both parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a party to enforce, or the delay by a party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.



- 19.5 **Severability:** If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the parties as manifested herein.
- 19.6 **Relationship:** It is expressly agreed that the parties intend by this Agreement to establish between themselves the relationship of independent contractors. It is further agreed that a party has no authority to create or assume in the other party's name or on behalf of the other party, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of the other party for any purpose whatsoever. Nothing in the Agreement is intended or shall be construed as creating a partnership, joint venture or any other legal entity among the parties.
- 19.7 **Entire Agreement:** This Agreement (including all Schedules hereto) is intended by the parties as a final and complete expression of their agreement on the subject hereof, and supersedes any and all prior and contemporaneous agreements and understandings except the NDA. No other agreements, oral or otherwise, on the subject matter hereof shall be deemed to exist or to bind any of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Signed for & behalf of

Wipro GE Healthcare Private Limited

Name: Marut Setia (Authorised Signatory)

Title: Executive – Education Solutions and Customer Engagement

Signed for & on behalf of

Vidyalankar Institute of Technology

Name: Dr. S. A. Patekar

Title: Principal, VIT, Mumbai.

Witness:

1.)

2.)

ANNEXURE I
COURSE LIST

The following skill development & training courses shall be conducted:

		Proposed modules		
Name	Semester	Modality	Description	Mode of delivery
THERAPEUTIC EQUIPMENT	3	Anesthesia Ventilator/Monitor	1. Module 1- product overview	Classroom
			2. Equipment operation	Classroom
			3. System operational lab and Dismantling Lab	Classroom/ Simulator
			4. Installation	Classroom
			5. Check out procedure	Classroom/ Simulator
			6. Preventive maintenance - PMS procedure (cleaning & disinfection)	Classroom
			7. Calibration Lab	Classroom/ Simulator
			8. Service parts – Introduction	Classroom/ Simulator
			9. Corrective maintenance – troubleshooting	Classroom/ Simulator
MEDICAL DEVICES	4	ECG	1. Module 1- product overview	Classroom
			2. Equipment operation	Classroom
			3. System operational lab and Dismantling Lab	Classroom/ Simulator
			4. Installation	Classroom
			5. Check our procedure	Classroom/ Simulator
			6. Preventive maintenance - PMS procedure (cleaning & disinfection)	Classroom
			7. Calibration Lab	Classroom/ Simulator
			8. Service parts –	Classroom/ Simulator
			9. Corrective maintenance – troubleshooting	Classroom/ Simulator
SPECIALIZED MEDICAL EQUIPMENT	5	X-Ray	1. Radiation Physics & Physics of Diagnostic Radiology	Classroom
			2. X-Ray Machine and Accessories	Technology Center (access to machine needed)



			3. Trouble Shooting	Technology Center (access to machine needed)
			4. Radiation Safety and Guidelines	Classroom
			5. Quality Control	Simulator
			6. Site Planning and Installation	Classroom
MEDICAL AGING & AGE PROCESSING TECHNIQUES	6	CT	1. Introduction to CT	Classroom + Technology Center
			2. Radiation Safety and Dose	Classroom
			3. Regulatory Requirements and Approvals	Classroom
			4. Specific Site Planning and Installation	Classroom
			5. Basic Scanning & Quality Assurance	Simulator
			6. Recent Developments in CT	Simulator
			7. CT Cardiac Acquisition and Requirements	Simulator
			8. Basic Troubleshooting	Simulator
			9. Service Calibration	Simulator
			10. Functions of each boards/ Parts	Classroom
			11. PM Procedures	Simulator
			12. On watch Proactive Service	Classroom
			13. Part Identification	Simulator
			14. Basic Models of CT	Classroom
			15. Factors Affecting Image & Dose	Simulator
			16. GE Dose Reduction Technologies	Simulator
			17. Software Packages	Simulator
			18. Understanding Image annotation	Simulator
			19. Advanced Visualization- AW/AWS	Simulator
			20. A day in the Life of a CT Department	Hospital
	7	Ultrasound (Subject to PNDT Approval)	1. Module 1- product overview	Classroom
			2. Equipment operation	Classroom
			3. System operational lab and Dismantling Lab	Classroom/ Simulator
			4. Installation	Classroom
			5. Check out procedure	Classroom/ Simulator
			6. Preventive maintenance - PMS procedure (cleaning & disinfection)	Classroom
			7. Calibration Lab	Classroom/ Simulator
			8. Service parts – Introduction	Classroom/ Simulator



		9. Corrective maintenance – troubleshooting	Classroom/ Simulator
7-8	MRI	1. MR Physics, components and processes	Classroom
		2. MR Safety and Compliance	Classroom
		3. Specific Site Planning and Installation Requirements	Classroom
		4. Basic Scanning & Quality Assurance	Simulator
		5. Recent Developments in MR	Simulator
		6. Basic Troubleshooting	Simulator
		7. Service Calibration	Simulator
		8. Function of each boards / Parts	Classroom
		9. PM Procedures	Simulation Bay
		10. On Watch Proactive Service	Simulator
		11. Basic Models of MR	Classroom
		12. Factors Affecting Image Quality	Classroom
		13. Software Packages	Simulator
		14. Understanding Image annotation	Simulator
		15. System Block Diagram	Classroom
		16. Subsystem Functions	Simulator
		17. *RF System, TR & DD Bias	Simulator
		18. MC Coils Basic & Troubleshooting	Simulator
		19. Gradient Troubleshooting	Simulator
		20. Understanding SPT & WP, LV Shim, DQA Calibration	Simulator
		21. MRU & O2 Monitor Calibration & testing procedure	Simulator
		22. DV System Overview	Simulator
		23. Patient Table Troubleshooting	Simulator
		24. SV Systems Differences	Simulator
		25. PMS Procedure-Lab	Simulator
		26. Troubleshooting Tests	Simulator
		27. Patient Table Troubleshooting	Simulator

The students who participate in these trainings are also eligible for practicing on the equipment under the supervision of faculty nominated by VIT



ANNEXURE II

PLAN

Course Plan 2018

Sr. No.	After Semester	Month	Module Name	Modality	Subject in Mumbai University Syllabus	No. of days	Minimum No. Students
1	IV	December	Medical Systems	ECG	BHP	5	30
			Therapeutic Equipment	Anesthesia Ventilator/Monitor	DTI		
2	V	December	Basic Medical Imaging	X-Ray	MI-I	5	30
			Medical Imaging and Image Processing Techniques	CT-Computed Tomography	MI-II		
3	VI	December	Medical Imaging and Image Processing Techniques	Ultrasound (Subject to PNDT Approval)	MI-I	5	30
			Medical Imaging and Image Processing Techniques/ Leadership Training	MRI-Magnetic Resonance Imaging	MI-II		

Equipment to be placed in the lab for the period of collaboration:

- AW Server Simulator(would need 15 dual screen computers from VIT) –CT/ MRI workstation simulations
- ECG Machines – 2
- Monitors -2
- Anesthesia Machine – 1
- Ventilator – 1
- Ultrasound Machine (Subject to PNDT Approval)

*These equipment (except AW server) will be not for operational/clinical use but for explanation of components of the machines which is needed for the trainings



ANNEXURE III
FEEES FOR EDUCATIONAL COURSES AT GE HEALTHCARE INSTITUTE

2018 onwards			
Year	Days of Interaction	Per student	Per batch
4 th	5	15000	450000
3 rd	5	15000	450000
2 nd	5	15000	450000
Total			1,350,000

*Applicable taxes extra



179420363

NON-DISCLOSURE AGREEMENT

GE Entity (hereinafter "GE")

Other Party (hereinafter "Vidyalankar Institute of Technology")

(GE Entity): Wipro GE Healthcare Private Limited

(Other Party Name): Vidyalankar Institute of Technology

Address: No.4 Kadugodi Industrial Area, Whitefield, Bangalore, Karnataka 560067, India.

Address: Vidyalankar College Marg, Wadala (East), Mumbai – 400037

A. Type of Agreement: Mutual

B. Term of Agreement: Start Date: Wednesday, May 02, 2018

End Date: Saturday, May 01, 2021

C. Description of information being disclosed:

GE's Information: The term "Information", for the purposes of the Transaction, shall mean and include any business or technical information including, without limitation, financial data, data (which includes all source and object code, if any), know-how, trade secrets, designs, plans, reports, customer and supplier lists, pricing information, marketing techniques, materials related to business activities, manufacturing, design, development, or products acquired through the expenditure of time, effort and money, of a technical and business nature, business plans, market information, drawings, sketches, samples, devices, flow charts, compiled computer programs, algorithms, software source codes, firmware source codes, hardware, methods, processes, procedures, specifications, bills of materials, parts lists, descriptions or customer lists, results of research, equipment, software, designs, samples, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers, contracts and products, inventions, unreleased software applications, methodologies and other know-how, drawings, photographs, models, mock-ups, and design and performance specifications, production volumes, and production schedules which are owned, controlled or possessed by GE respectively whether provided in tangible form, by electronic media, by visual display or orally, shall be considered to be Confidential of GE, provided that: (i) in the case of information provided in tangible form, by electronic media or by visual display, it is marked with, or accompanied by, the legend "CONFIDENTIAL" or some similar designation and (ii) in the case of information disclosed orally, such disclosure is identified as confidential when revealed and summarized in a writing so marked, referencing the date and type of information disclosed sufficiently specific to enable the Receiving Party to identify the information that GE considers to be confidential, and delivered to the receiving party within thirty (30) days of such disclosure. All information disclosed orally which is identified as confidential when revealed shall be treated as Confidential Information pending timely delivery of the writing referred to in clause (ii) above. GE may, but is not obliged to, mark all information as "confidential" or "proprietary" in order to be treated as GE Confidential Information. For the sake of clarity, all information which is confidential or proprietary in nature and has been disclosed by GE shall be considered as GE Confidential Information even if the same has not been marked as "confidential" or "proprietary" by GE.

Vidyalankar Institute of Technology's Information: Details about the training courses including but not limited to course modules, collaboration model, fee and the mode of trainings

D. Purpose of the disclosure: Training Collaboration

E. General Terms and Conditions:

1. For the purposes of this Agreement, "Representative" shall include a party's employees, Affiliates, agents, professional advisors or authorized representatives. "Affiliates" of the Other Party shall include any company controlled by or under common control with the relevant party where "control" means direct or indirect ownership of at least 26% of the voting stock or interest in a company or control of the composition of the board of directors or power to direct the management or policies of such entity either by contract or otherwise. "Affiliates" of GE shall include any company which: (i) from time to time forms part of the group of companies whose ultimate parent is General Electric Company and which (ii) is controlled by or under common control with GE (where "control" has the meaning set out above).
2. Either or both parties possess valuable information, technical knowledge, experience and data of a confidential nature, as generally described in Section C. Such information, together with any notes, summaries, reports, analyses, or other material derived by the Recipient (defined below) or its Representatives in whole or in part from such information in whatever form shall collectively be called the "Information." The disclosing party ("the Discloser") is willing to disclose its Information to the other ("the Recipient"), on the condition that the Recipient complies with the terms of this Agreement.
3. Information must: (i) be designated by the Discloser as such at the time of disclosure in writing or other tangible form and clearly identified by writing on its face as internal, confidential, restricted, or proprietary; or (ii) when initially disclosed by the Discloser in oral or other intangible form, be identified as internal, confidential, restricted, or proprietary at the time of disclosure by the Discloser, and reduced by the Discloser to a tangible form and provided to the Recipient within thirty (30) days from the date of the initial disclosure.
4. With effect from the Start Date specified in Section B, and in consideration of the Discloser disclosing its Information, the Recipient agrees: (a) not to disclose the Information to any third party other than a Representative; (b) not to use the Information other than for the purpose specified in Section D; (c) to restrict disclosure of Information only to those of its Representatives who need to know for the purposes specified herein and who are bound by equivalent obligations as to confidentiality; (d) to inform each of the Recipient's Representatives receiving the Information of its confidential nature; (e) to promptly return or destroy on request at any time all Information to Discloser and immediately cease using the same (save for one copy for ensuring compliance with the terms of this Agreement); (f) to process the personal data of the other party only on a need-to-know basis and in accordance with applicable laws and regulations; (g) to comply with all export and import control laws and regulations of all countries under whose jurisdiction the transfers of Information occur; and (h) to maintain Information in strict confidence for a period of 3 years from the Start Date, which obligation shall survive any termination or expiration of this Agreement (in the absence of an indicated period, the period shall be three years).

5. The undertakings in Clause 2 shall not apply to: (a) Information which at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of the Recipient; (b) Information which the Recipient can demonstrate by written records was lawfully in the possession of the Recipient at the time of disclosure and not otherwise subject to a non-disclosure agreement; (c) Information which the Recipient can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) Information which the Recipient can demonstrate by written records was independently developed by the Recipient without reference to the materials comprising the Information disclosed under this Agreement; or (e) Information which the Recipient notifies the Discloser is required to be disclosed by the Recipient pursuant to a legally enforceable order, direction or other regulation provided that (i) any such disclosure shall be only as far as necessary to give effect thereto, and (ii) the Recipient shall notify the Discloser of such disclosure obligation as soon as reasonably practicable so that the Discloser may seek an appropriate protective order, if available.
6. The Recipient agrees that the Discloser and its Representatives make no representations or warranties, express or implied, as to the accuracy or completeness of the Information or an obligation for either party to give or receive any information.
7. Nothing contained herein shall transfer ownership of or constitute a license to any intellectual property. Any Intellectual Property generating out of this "Purpose" will be owned by GE.
8. The terms of this Agreement may be modified or waived only by a separate written agreement signed by each of the parties.
9. This Agreement shall be governed by and construed in accordance with laws of India. If any dispute, controversy, claim or difference of any kind whatsoever (a "Dispute") arises between the Parties in connection with or arising out of this Agreement (and whether before or after the termination or breach of this Agreement), shall be subject to the exclusive jurisdiction of the Courts in Mumbai, India.
10. This Agreement supersedes any prior or contemporaneous oral (or any prior written) agreements concerning the subject matter hereof.
11. Neither party may issue any public disclosures or statements regarding this Agreement or the subject matter thereof without the prior written consent of the other party.

Signed for and on behalf of GE

Signature






Name (capitals) Marut Setia

Title Executive – Education Solutions and Customer Engagement

Signed for and on behalf of Vidyalankar Institute of Technology

Signature

Name (capitals) Dr. S. A. Patekar

Title Principal

MEMORANDUM OF UNDERSTANDING

BETWEEN



AND

Vidyalankar Institute of Technology, Mumbai



This MOU details the modalities and general conditions regarding collaboration between Vihangam Techno Holistic Organization, Pune (Here after will be refereed as VTHO) and Vidyalankar Institute of Technology, Mumbai

Date: 19 July 2021

Memorandum of Understanding (MoU)

I. OBJECTIVES OF THE MoU

Engineering education is transforming. National education policy 2020 has focused on imparting holistic education including following aspects. Also, as per world economic survey demands of employment skills is changing. Higher education has to collaborate with different organizations to sustain in those transformations. enhancing the holistic w.r.t development of the students then robust. These collaborations will also facilitate for grooming Engineering students with appropriate technical skill set and also for their holistic development.

II. Objectives of Vihangam Techno Holistic Organization (VTHO)

Spirituality, religious coping, and religious belief are better predictors of happiness and quality of life. Therefore, our aim of is to foster ancient knowledge, culture, science and values with advanced technology to build mentally, physically super powered, vigorous, bright, talented and blissful human beings across the Globe to fetch body +Mind +soul spirit level happiness for the human life and also to serve for development and uplifting of mankind.

A) Dnyanam: 11th Dimensions :Center for Holistic Development/ Curriculum Enrichment & Execution (for multi dimensional development):

Through our Dnyanam center of holistic development/Curriculum Enrichment & Execution we collaborate with different higher educational institutes to assist them in grooming multidimensional, mentally strong and well-balanced personalities of students including their behavior, attitude, and values. Our highly specialized, well known, reputed experts' team in the respective field have designed following value-added certificate courses to enrich conventional curriculum for holistic and all-round development of students as well as teachers. Each course is developed considering age groups, type of institutes and educational programme being imparted. As per the need of institute's our expert's team will execute very well chalked out following or similar kind of short programmes & certificate courses finely tuned with your day-to-day schedule.

- 1) Personality Development
- 2) Leadership Skill Development
- 3) Goal Setting and Coaching for Career Growth
- 4) Personal Action Planning for Professional Development
- 5) Developing Team Building Skills and Spirits
- 6) Blended Relaxation & Meditation Techniques

- 7) Spiritual and Ancient Techniques for Successful Life
- 8) Lifelong & Self Learning Skill Development
- 9) Counseling/Mentoring/Coaching
- 10) Designed & Creative Thinking
- 11) Innovative Tools & Techniques for Enhancing Learning Outcomes
- 12) Adopting Advanced Online Pedagogy
- 13) Project based learning
- 14) Active learning/Collaborative learning
- 15) Student Centric learning/Experiential learning
- 16) Neurobics/Neuro linguistic programming (NLP)
- 17) Positive thinking/Holistic diet
- 18) Physical, mental & psychological health
- 19) Career Counseling & Advancement
- 20) Ethics
- 21) High human values
- 22) Social values & responsibility
- 23) Time management
- 24) Stress management
- 25) Yoga

III SCOPE OF THE MoU

Vihangam Techno Holistic Organization, Pune (VTHO) and Vidyalankar Institute of Technology, Mumbai shall encourage associations for carrying out following activities:

1. Interactions between the administrators, heads of departments, teaching and non-teaching staff and students for motivating, troubleshooting, increasing performance, curriculum enrichment, modifying, enhancing academic systems, introducing innovative procedures and improving overall quality of education.
2. Inspiring/Motivating/Mentoring/counselling/coaching individual faculty, staff and students in the area of personal and professional development
3. Organization of expert lectures, conferences, workshops, seminars, faculty development programmes and training programmes for overall personal development of administrators, teaching staff, non-teaching staff and students.
4. Designing and executing short term certificate and value-added courses for student's multi-dimensional and holistic development.
5. Organizing social drives and spiritual retreat programmes.
6. Providing opportunity for employees and students in VTHO programmes of community development
7. Any other with mutual agreement

IV CO-ORDINATION OF THE PROGRAMME

- 1) Such Courses may run at any mutually convenient modes of online/off line and premises.
- 2) The collaborative programs between VTHO, Pune and VIT, Mumbai shall be coordinated by a coordination committee appointed by both the Institutes.
- 3) Preparation and publicizing of catalogs/broachers/news will be done with mutual agreements between VTHO and VIT, Mumbai
- 4) VIT, Mumbai shall plan 1-4 events per semester under this MoU which will be totally free of cost.
- 5) VIT, Mumbai shall encourage suitable donations to VTHO at least once in a semester which can be collected from participants of any one programmes and can be considered as social contributions.

EFFECTIVE DATE AND DURATION OF MOU

- a) This MoU shall be effective from the date of signing by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of one year from the effective date.
- c) The MoU may be extended or terminated depending upon number of activities conducted per year.
- d) However, termination of the MoU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a program under the MoU.
- e) Any clause or article of the MoU may be modified or amended by mutual agreement of VTHO, Pune and VIT, Mumbai

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT
EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



Dr. Arun Chavan
H.O.D
ETRX, VIT



Dr. Sangeeta Joshi
Director
IQAC, VIT



Dr. Mrs. Mangal Dhend
Founder & Secretary
Vihangam Techno Holistic Organization

MEMORANDUM OF UNDERSTANDING

Between

**Vidyalankar Institute of Technology,
Vidyalankar College Marg, Wadala
Maharashtra, INDIA PIN 400037**



&

**Theia New Consultancy LLP,
A001, Sai Sakshi, Sector 3
Ghansoli, Navi Mumbai,
Maharashtra, INDIA PIN 400 701**



Purpose:

This Memorandum of Understanding (MOU) establishes a co-operative relationship between the Vidyalankar Institute of Technology, Mumbai and the Theia New Consultancy LLP (TNC), Navi Mumbai. Under this MOU, VIT, Mumbai and TNC will establish mutually beneficial links with the aim of bridging gap between academics and industry requirements.

Common Interests & Areas of Collaboration:

- A. Vidyalankar Institute of Technology (VIT) is an Engineering Degree and Management Institute, established in 1999, approved by AICTE and affiliated to the University of Mumbai. Three Engineering programmes are accredited by the NBA. In March 2019 (First cycle), the Institute was accredited with an A+ Grade by NAAC with score of 3.41. The Institute strives to create industry-ready professionals and entrepreneurs by infusing the right blend of technological expertise and professional acumen and sensitizes them towards contributing to society.
- B. TNC is global Manpower, Training and Consulting firm providing Manpower services Worldwide, Personal & Workplace Skill Development Trainings & Engineering Expertise in Technical & Managerial sectors. It is formed specifically to focus on providing Business and Academic Solutions by a team of Technical Experts. TNC has been formally recognised as Start-up by the Govt. of India Start Up India program.
- C. Both VIT, Mumbai and TNC would like to enter into this MoU to establish a basis of cooperation and collaboration in the fields of education, training, industrial research and consultancy for the following activities -
 - 1.1 Conducting grooming sessions for preparing students towards training and placement
 - 1.2 Conducting specific workshops for Soft Skill, Communication, Presentation & Skill Development, Skill Gap Analysis Assessments & customised courses to bridge the gaps to enhance employability
 - 1.3 Extending support for enhancing internship opportunities
 - 1.4 Organizing Industrial Visits and Educational Excursions
 - 1.5 Providing mentoring support to students for foreign collaboration in the areas of education and technology
 - 1.6 Providing Consultancy opportunities to faculty and exchange of technical knowhow through sponsored projects
 - 1.7 Carrying out collaborative research and project work, providing industrial training and sponsored projects for final year students
 - 1.8 Mutual cooperation in development work
 - 1.9 Any other areas of co-operation as agreed to by the Parties from time to time

D. This Memorandum of Understanding (MOU) shall not give any financial obligation to VIT, Mumbai unless it is agreed between the VIT, Mumbai and TNC and approved by the Institute authorities. There should not be cost and expenses involved for the implementation of this MoU except mutually agreed cost for clauses 1.1 to 1.9 . Commercials for the activities will be dealt on case to case basis, finalized/documentated before start of any activities.

Effective Date and Administrations:

This MOU will become effective upon signature by Dr. Arun Chavan, Head of the Electronics Department, Dr. Sageeta Joshi, Director, IQAC and Mr. Ananthanarayanan Iyer, Head of Academics, Theia New Consultancy LLP.

IT MAY BE MODIFIED OR AMENDED BY written agreement between the parties, and such amendments shall of, and shall be attached to this MOU. Its provision will be reviewed annually and amended/ supplemented as may be mutually agreed upon in writing.



Dr. Arun Chavan,
Head, Dept of
Electronics Engineering,
Vidyalankar Institute of
Technology, Mumbai



Dr. Sangeeta Joshi
Director, IQAC
Vidyalankar Institute of
Technology, Mumbai



Mr. Ananthanarayanan P Iyer
Head of Academics
Theia New Consultancy , Navi
Mumbai



Date: 24th September 2021

Place: Mumbai





Celebrate Life ... Digitally!

Rishi Digital Transformation
(Div. of Surekh Service Pvt. Ltd, ISO 9000:2008, Since 1997)

MEMORANDUM OF UNDERSTANDING

This MOU is hereby made and entered into 1st day of July 2021 & will be valid till it is terminated by either Party.

between

Rishi Digital Transformation (Div. of Surekh services Pvt Ltd) is located at 511, Paradise Towers, Near McDonald's Gokhale Road Thane west, Mumbai, Maharashtra, 400602.

and

Vidyalankar Institute of Technology, situated at Vidyalankar Educational Complex, Vidyalankar College Road, Wadala East, Mumbai, Maharashtra, 400067.

Hereinafter for the purpose of this MOU, Rishi Digital transformation (Div. of Surekh service Pvt Ltd) and Vidyalankar shall be jointly referred as "Parties" and individually as "Party".

Whereas Rishi Digital Transformation is actively involved in improving the industry by using Agile system of Digital tools and techniques. Their smart teams who love challenges and think disruptively to help their clients succeed in growing their business through digital marketing.

and Vidyalankar is an Engineering Degree College affiliated to University of Mumbai. The purpose of this MOU is collaboration between both the parties.

In consideration of the foregoing, the mutual promises set forth herein, both the parties agree as follows:

a) Term:

This MOU shall be operational from the date of signing and will remain in effect until it is expressly terminated by either Party.

b) Obligation of parties

Parties shall contribute and fulfill the following obligations under the collaboration for the purpose of sharing expertise and mutually cooperate and exchange relevant information for knowledge enhancement.

511, Paradise Towers, Near McDonald's Gokhale Road Thane (W),400602.

www.rishhidigitaltransformation.com



Celebrate Life ... Digitally!

Rishi Digital Transformation

(Div. of Surekh Service Pvt. Ltd, ISO 9000:2008, Since 1997)

- 1.1 First party will provide classroom for engaging the guest lectures within the college complex, expertise from company can give the talks related to topics such as SEO Training, Designing & Creativity, Social media marketing, Google Analytics, Inbound Marketing, Search Engine Marketing, MBA Digital Marketing, Digital-Marketing Services & Projects, Digital-Marketing Consulting, Video YouTube Marketing, Lead Generation, SEO, LinkedIn Marketing, AI, UI/UX, EMAIL Marketing, programmatic ADVERTISING , artificial intelligence, Social-media strategy, and content marketing
- 1.2 First party shall identify suitable students for the internship and the company can provide Internship to the students in the Summer/Winter break.
- 1.3 Company can also provide guidance on projects and first party will identify suitable students /faculty members on the project and would ensure the completion of the project.
- 1.4 Expertise from company could also give the advice for curriculum enrichment of Digital Marketing as and when required so that the syllabus design could be more efficient to make our students Industry ready.

c) Duration

This agreement is valid from the effective date mutual agreement between the parties. The agreement may be terminated by a notice of two months by any party and the consent by the other party.

Mr. Yogesh Udgire
Director,
Rishi Digital Transformation,
Date : 1st July 2021

Principal,
Vidyalankar Institute of Technology
Wadala, Mumbai
Date: 1st July 2021

(Industry Institute Collaboration)

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

MACCIA

&

Vidyalankar Institute of Technology, Mumbai

MOU UID: MoUNIn210000048

Execution Partner
SCIENTIFIC JUGAADFUNDA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 12 day of April – Two Thousand Twenty **(12/04/2021)**,

BETWEEN

MACCIA First party represented herein by their president Shri Santosh Mandlecha (hereinafter referred as '**First Party**', Or **MACCIA** the chamber which expression, unless excluded by or repugnant to the subject or context shall include its successors Mr. Sagar Nagre (Secretary General) – in-office, administrators and assigns).

AND

Vidyalankar Institute of Technology, Mumbai, and represented herein by its Vice Principal (Competent Authority), (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

Preamble:

Founded in 1927, Maharashtra Chamber of Commerce, Industry & Agriculture is Apex Chamber of the State. Currently over 5 lakh business establishments of state are affiliated with Maharashtra Chamber of Commerce, making it the apex body of state which does advocacy for trade and industrial development of the state & country. Maharashtra Chamber of Commerce (MACCIA) has affiliations of Maharashtra's most regional industry bodies and individual business establishments representing credible industry views.

Business Solutions Polyclinic Program (BSPP) is concept developed by MACCIA. JugaadFunda Innovations LLP empower the program as execution partner through their CREAT-JOB Innovation Ecosystem platform. This program is aimed at connecting different stakeholders of the innovation ecosystem. It enables every stakeholder to contribute and fetch benefits equally. BSPP program is looking forward to empowering 5 Lakhs plus industries and more than 3000+ academic institutions and 1000+ Mentors from Maharashtra in next 3 years.

The Vidyalankar Institute of Technology, Vidyalankar Educational Campus, Vidyalankar

College Road, Wadala (E), Mumbai, Maharashtra 400037

With reference to structure of BSPP program, and its benefits to the society at a large, First Party & Second Party believe that memorandum of understanding between themselves shall enable them in achieving their organizational objectives in an effective manner.

The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Technical Education, Innovation, Entrepreneurship, Research, and problem solving for industries.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: AREA OF COLLABORATION AND SCOPE OF MOU

- 1.1 The aim of this MOU is primarily to establish non-commercial terms of collaboration and co-operation, under which both the parties seeking the MOU- may perform collaborative interests & organizational goals.
- 1.2 Broadly, the areas of collaboration in this MOU are focusing on improvement in following areas for benefit of both industry as well as academia.
 - A) Holistic Interdisciplinary Environment Creation
 - B) Training & Skill Development (staff, students, industry)
 - C) Focus on Academic activities (performance skill based)
 - D) Recruitment related activities (employable product)
- 1.3 Organizing Industry institute joint summit, “On-Line + Off-Line (Hybrid Mode)”, enabling both stake holders to express their views / expectations / challenges and discuss possible solutions to overcome them.
- 1.4 Engage Industry leaders in 2 days “On-Line + Off-Line (Hybrid Mode)” faculty development program per semester to bridge the gap between industry and academia.
- 1.5 Engage best performing students in 1 day “On-Line + Off-Line (Hybrid Mode)” Industry Orientation program.
- 1.6 Organize project competition “On-Line + Off-Line (Hybrid Mode)”, enabling best

projects from institutes to get presented in front of industries.

- 1.7 Any other activity outside the scope mentioned above can be discussed separately and can be included by agreeing its terms of association in writing. If required separate MOU also can be signed if additional activity demands.

CLAUSE 2: CO-OPERATION AND KEY RESPONSIBILITIES

- 2.1 Both Parties are willing to unite by common interests and objectives mentioned under clause 1 and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the territory/ campus / affiliated institutes & departments of Vidyalankar Institute of Technology, Mumbai, and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional value addition opportunities for one another.
- 2.2 Both parties shall nominate 3-member team from each side as point of contact team for effective communication, promotion, and operation supervision.
- 2.3 Understanding the fact that execution is an important task for success of the purpose of this MOU, “MACCIA execution partner” shall be responsible for execution of the tasks under this MOU. Three-member team from parties shall extend their support to provide required information to enable execution partner for communication, promotion, operation, and execution of the program. Sole responsibility of execution and derive measurable outcome from the activity is with the “execution partner”.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel (the principle which precludes a person from asserting something contrary to what is implied by a previous action or statement of that person or by a previous pertinent judicial determination) or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4: IMPLEMENTATION METHODOLOGY

- 4.1 All process for registration under this MOU will be guided through information and registration link developed by execution partner on www.maccia.org.in/bspp.php and www.jugaadfunda.com

CLAUSE 5: LOGO USAGE

5.1 At all functions/literature related to this MOU activities, both party and execution partner logos will be displayed with equal prominence. Logos usage will be permitted for such designs for promotion of BSPP Program and other mutually agreed programs in writing.

CLAUSE 6: VALIDITY


6.1. This MOU is valid, until it is expressly terminated by either party on mutually agreed terms. Review report shall get prepared after every year to evaluate the performance and progress under the MOU. Based on these reports, a detailed outcome focused review will be taken about continuance and further terms of operation based on experience. As a part of this MOU, second party can subscribe separately to get benefitted with other services. All such services and their scope of operation shall get defined separately. Both parties shall fulfil their deliverables under committed program/activity if any at the time of termination.

CLAUSE 7: RELATIONSHIP AND GOVERNING LAWS

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

7.2 Governing laws and arbitration: The MOU shall be construed and governed by the laws of India. Any controversy or claim arising out of or divergence or difference derived from the interpretation or application of the MOU or breach thereof shall be resolved/settled by arbitration, to be held in Mumbai as in accordance with the rules of the arbitration and conciliation Act 1996.

AGREED:

For MACCIA (First Party)	For Vidyalankar Institute of Technology, Mumbai
Signed digitally with “UID MOU Number” (Can be verified online through Execution Partner website). Once COVID Pandemic crises are over and its safe, MOU signing event shall happen in presence of eminent government officials / ministers, chamber president and Institute representative at Chamber head office or regional office.	 Authorized Signatory Vice Principal, Vidyalankar Institute of Technology, Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037.
Authorized Signatory	
MACCIA	Vidyalankar Institute of Technology, Mumbai
Address: Oricon House, 6Th Floor, Building, 12, K Dubash Marg, Fort, Mumbai, Maharashtra 400001	Address: Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037.
Contact Details: 9130066595	Contact Details:
E-mail: training@maccia.org.in	E-mail: principal@vit.edu.in
Website: www.maccia.org.in/bspp.php	Website: www.vit.edu.in
Stamp:	Stamp: Will be stamped after COVID-19 restrictions are lifted

ANNEXTURE-I

As an extension of MOU signed between Party 1 and Party 2, this annexure is to define scope of additional program / activities to be executed professionally to ensure MOU is taken ahead for bringing out measurable outcome, fulfilling the purpose of MOU.

COMPLEMENTRY INDUCTION PROGRAM AND PILOT ICIP (Industry Connect Internship Program for 50 Students and 2 Faculty)

Vidyalankar Institute of Technology, Mumbai has expressed interest to participate in complementary induction program for first year students and Industry Connect internship for 50 Students along with faculty development program for 2 faculties offered by “Execution Partner”, Scientific Jugaadfund of MACCIA (First Party)


Scope and Deliverables: Complementary, 2 hours of induction program for first year students and 8 Week “Industry Connect Internship Program for 50 students, Training for 2 faculty members, participation for final year students in project challenge competition and one student orientation program on “Industry Readiness.”

Responsibilities of first party (Execution Partner): Complete execution and operation of scope and deliverables till issue of certificates.

Responsibility of second party: Timely response on mail and what’s app, Allocation of single point of contact, required registration process on the portal through provided link, required co-ordination on the campus.

Commercial Terms IF Any: This is complementary program only, with no costs to any party. Execution Partner “Scientific Jugaadfund” shall manage the expenses from their CSR or other Funds.

Witness (Party One) Execution Partner

Sign here ► 

Name: Ms. Renuka M Patil,
BSPP Execution Co-Ordinator



Witness (Party Two)

Sign here ► 

Name: Prof. Varsha Bhosale
Vice Principal, VIT, Mumbai

Will be stamped after COVID-19 restrictions are lifted.

MEMORANDUM OF UNDERSTANDING

"NON-BINDING PROFIT SHARING AGREEMENT"

BETWEEN: algOmega ideaLABS, a technology start-up incubation and acceleration initiative, is a new venture being setup in India;

Represented for the purposes by:

1. **Abhinav Mishra**, Co-Founder and Managing Partner; and
2. **Christoph Brodowicz**, Co-Founder and Managing Partner

hereinafter referred to as "**algOmega**"

AND: **Vidyalankar Dyanapeeth Trust**, having its registered office at "Pearl Center, Senapati Bapat Marg, Dadar West-400028, Mumbai, India".

Represented for the purposes by:

1. **Vishwas Deshpande**, Managing Trustee; and
2. **Milind Tadvalkar**, Director

hereinafter referred to as "**VDT**"

RECITALS:

- A) VDT** is an educational trust that manages and operates various academic institutions for engineering, polytechnic, management, training, research and development under the brand "**Vidyalankar**"
- B) algOmega** is a new venture for incubation, market readiness and acceleration of technology startups and research on latest technologies.
- C) algOmega** is an initiative, 100% jointly owned by Abhinav Mishra and Christoph Brodowicz, co-founders of **Value3** - a B2B FinTech offering Risk Management and Robo-advisory solutions leveraging



Big Data, Artificial Intelligence and Quant Research to meet corporate and regulatory goals of clients.

D) **Abhinav Mishra** is a Distinguished Alumni of Vidyalankar Institute of Technology ("VIT") from Bachelor of Engineering (Information Technology), Class of 2006.

WHEREAS:

Considering that the Parties have mutually agreed to strategically collaborate to set up "**AlgOmega ideaLABS**" as a joint venture to foster research, innovation and technology startup incubation at Vidyalankar Educational Campus, Vidyalankar College Marg, Wadala East, Mumbai, Maharashtra 400037, India;

Considering that the Parties wish to define the work arrangements for the future;

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1. "**Acceptance Date**" means the Date of this signed Agreement
- 1.2. "**Commencement Date**" means the Date on which the term of this agreement starts i.e. 01-October-2018
- 1.3. "**Confidential Information**" means this Agreement and all information obtained by one party from the other pursuant to this Agreement which is expressly marked as confidential or which can be reasonably considered to be confidential or which is confirmed in writing between the Parties to be confidential
- 1.4. "**AlgOmega**" is a trademark and intellectual property, jointly owned by Abhinav Mishra and Christoph Brodowicz
- 1.5. "**AlgOmega ideaLABS**" means the center of research, innovation and technology startup incubation



- 1.6. **"Vidyalankar Campus"** means "Vidyalankar Educational Campus, Vidyalankar College Marg, Wadala East, Mumbai, Maharashtra 400037, India"
- 1.7. **"Intellectual property rights"** means patents, trademarks, Internet domain names, service marks, registered designs, applications for any of the foregoing, copyright (including rights in computer software and databases), design rights, trade and business names, computer code and all or any industrial or intellectual property rights whether or not registered or capable of registration and any other similar protected rights in any country
- 1.8. **"Year"** means the calendar period of 12 months commencing on the date of this Agreement and each consecutive period of 12 months thereafter during the period of this Agreement

2. TERMS OF JOINT VENTURE

- 2.1. **algOmega** agrees to share the rights to use its trademark "algOmega" with **VDT** for the exclusive purpose of the new legal entity "AlgOmega ideaLABs" until termination of this joint venture under any unforeseeable circumstances
- 2.2. **algOmega** will be provided a dedicated space, technology and other infrastructure support at full expense of **VDT** at the Vidyalankar Campus for 5 startups in year-1 and 10 startups from year-2 onwards
- 2.3. **algOmega** agrees to **share 10% of the net profit after tax with VDT** from the operations of algOmega ideaLABS at Vidyalankar Campus
- 2.4. **algOmega** will staff it's 4-member team within the Vidyalankar Campus and they will manage the administration and operations of algOmega ideaLABs
- 2.5. **AlgOmega ideaLABS** will take an equity stake in all incubated startups and work with the startup teams throughout its lifecycle from idea stage to market access and funding as an extension of its founding team
- 2.6. The incubated startups need to have a minimum of 2 co-founders with clear identification of CEO and CTO and ability to reach POC stage without any additional resources
- 2.7. **AlgOmega ideaLABS** will partner with any relevant parties to form corporate partnerships and build a startup ecosystem for incubated startups. These



partnerships can be with individuals, corporates, service providers, investors, etc.

- 2.8. **algOmega** will also facilitate access to international accelerators as well as experts in technology and business
- 2.9. **algOmega and VDT** agree to form a management committee for AlgOmega ideaLABS Operations for day to day operations, oversight and decisions. Any material decision related to AlgOmega ideaLABS shall require approval by the approval authority in this management committee.
- 2.10. **algOmega ideaLABS** management committee shall provide quarterly updates on the program, its progress, key milestones, roadblocks, revenues/profits and notify on any fundamental change in direction
- 2.11. **algOmega** will also set a "Student Innovation Council" at Vidyalankar Campus for the organic marketing and management of the incubator
- 2.12. **algOmega ideaLABS** management committee shall also identify new areas of business development and revenue generation for the incubator. These can include training programs, conferences, start-up pitch days, customised diploma programs on specific niche skill set, corporate events, other events and activities.

3. DURATION

- 3.1. The term of this agreement commences on 01-October-2018 until perpetuity or an amendment by either party to terminate this MOU with at least 2 months advance notice.

4. ENTIRE AGREEMENT AND MODIFICATIONS

- 4.1. This Agreement may be amended, modified, superseded, or cancelled, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 4.2. Neither of the parties hereto shall assign or transfer its interest in this Agreement or any portion thereof without the prior written consent of the other party.



Concluded in two originals. Both parties recognize to have received an original, signed by both parties.

Vidyalankar Dyanapeeth Trust



Name: Vishwas Deshpande
Title: Managing Trustee
Email: vishwas@vidyalankar.com
Date: 04-AUGUST-2018

Value3 Advisory GmbH



Name: Abhinav Mishra
Title: Co-Founder and Managing Partner
Email: abhinav.mishra@stern.nyu.edu
Date: 04-AUGUST-2018



Name: Milind Tadvalkar
Title: Director
Email: Milind@vidyalankar.edu.in
Date: 04-AUGUST-2018



Name: Christoph Brodowicz
Title: Co-Founder and Managing Partner
Email: christoph.brodowicz@icloud.com
Date: 04-AUGUST-2018

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this day, the **22nd of October, year 2021** between:

The Department of Computer Engineering, Vidyalankar Institute of Technology, having its office located at Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037 (hereinafter referred to as "VIT CMPN" which expression shall include its representatives, successors and assigns) of one part

AND

DigiSec360IN Solutions Pvt. Ltd.

Whitefield Road, Bangalore

Pin code: 560066

VITCE and DigiSec360 are jointly referred to as 'Parties' in this MOU.

In consideration of the mutual obligations herein contained, the parties agree as follows:

OBJECTIVE AND SCOPE OF WORK

Parth Knowledge Network Pvt. Ltd RESPONSIBILITIES

1. Provide knowledge sharing on latest technologies and projects with students and faculty of VIT which is depending on available resources in the form of:
 - a. Internships
 - b. Value Added Programs
 - c. Faculty Training
 - d. Consultancy Projects
 - e. Live Projects
 - f. Workshops

VITCE RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with **DigiSec360** for coordination of DigiSec360's activities.
2. VIT Department of Computer Engineering will facilitate to disseminate information related to DigiSec360 program among the students and faculty members.
3. VIT Department of Computer Engineering will offer live projects with **DigiSec360**.
4. VIT Department of Computer Engineering will monitor all activities of students related to projects with **DigiSec360**.

5. VIT Department of Computer Engineering will seek recognition with DigiSec360 on intellectual property created during projects with DigiSec360.

ADDITIONAL POINTS

Either parties **cannot** use the name/logo of either parties on their **website or on any event publicity without the prior permission of either parties.**

VALIDITY

This MOU is valid for three years from the date of signing of this MOU. Thereafter the MOU may be renewed for such terms and on condition as may be agreed between parties.

NO ASSIGNMENT

Neither party without the written consent of the other may assign either the benefit or the burden of this MOU to anybody.

TERMINATION

Either party may terminate the MOU for cogent and logical reasons, by giving to the other party 30 days' notice in writing.

NOTICES

Notice would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is mailed to either of the parties by the other party to the following addresses.

Manisha Chougule Director DigiSec360IN Solutions Pvt. Ltd. Whitefield Road, Bangalore Pin code: 560066	Head, Department of Computer Engineering, VIT, Mumbai Vidyalankar Education Campus, Vidyalankar College Road, Wadala (E) Mumbai, 400037 Ph.No.: 022 2410 2321
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ENTIRE AGREEMENT

This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

LEGAL EFFECT

This document is **not intended** to impose any legal obligation whatsoever on either party (whether based in contract, tort or under statutory law). The parties **do not intend to be bound by any agreement** until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting languages.

SIGNATURES

This MOU will come into effect on the day date of signature of the representative of both parties as given:

For Department of Computer Engineering, Vidyalankar Institute of Technology

Signature:

Name: Dr. Sachin Bojewar (Professor and Head)

Date: 13/09/2021

For DigiSec360:

Signature:



Name: Manisha Chougule (Director, DigiSec360)

Date: 22/10/2021

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this day, the 14th June, 2022 between:

Department of Biomedical Engineering, Vidyalankar Institute of Technology, located at Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037 (hereinafter referred to as "VIT BIOM" which expression shall include its representatives, successors and assigns) of one part.

AND

Pace Rover Medical Systems located at 1st floor, Sawali Duplex, Near Chintaman Primary School, Ward No. 2, ALODI, WARDHA - 442001

VIT BIOM and Pace Rover Medical Systems are jointly referred to as 'Parties' in this MOU.

In consideration of the mutual obligations herein contained, the parties agree as follows:

OBJECTIVE AND SCOPE OF WORK

Pace Rover RESPONSIBILITIES

1. Provide knowledge sharing on latest technologies and projects with students and faculty of Biomedical department which is depending on available resources in the form of:
 - a. Internships
 - b. Value Added Programs
 - c. Faculty Training
 - d. Consultancy Projects
 - e. Live Projects
 - f. Workshops

VIT BIOM RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with **Pace Rover** for coordination of activities.
2. Faculty of Biomedical engineering department will facilitate to disseminate information related to program among the students and faculty members.
3. VIT Department of Biomedical Engineering will offer live projects with **Pace Rover**.
4. VIT Department of Biomedical Engineering will monitor all activities of students related to projects with **Pace Rover**.

5. VIT Department of Biomedical Engineering will seek recognition with Pace Rover on intellectual property created during projects.

ADDITIONAL POINTS

Either party **cannot** use the name/logo of either party on their **website or on any event publicity without the prior permission of either party.**

VALIDITY

This MOU is valid till the termination from the date of signing of this MOU. Thereafter the MOU may be renewed for such terms and on condition as may be agreed between parties.

NO ASSIGNMENT

Neither party without the written consent of the other may assign either the benefit or the burden of this MOU to anybody.

TERMINATION

Either party may terminate the MOU for cogent and logical reasons, by giving to the other party 30 days' notice in writing.

NOTICES

Notice would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is mailed to either of the parties by the other party to the following addresses.

<p>Tanmay Khorgade</p> <p>Pace Rover Medical Systems.</p> <p>Operational address: 502, L-23, Swapnapoorti, Sector-36, Kharghar, Navi Mumbai-410210 Ph. No: 9975636800</p>	<p>Head, Department of Biomedical Engineering, VIT, Mumbai</p> <p>Vidyalankar Education Campus, Vidyalankar College Road, Wadala (E) Mumbai, 400037 Ph. No: 022 2410 2321</p>
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ENTIRE AGREEMENT

This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

LEGAL EFFECT

This document is **not intended** to impose any legal obligation whatsoever on either party (whether based in contract, tort or under statutory law). The parties **do not intend to be bound by any agreement** until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting languages.

SIGNATURES

This MoU will come into effect from the date of signature of the representative of both parties.

For Pace Rover Medical Systems

Signature

Designation: Director

Date: 14/06/2022



For Department of Biomedical Engineering, VIT

Dr. Jitendra Toravi

Signature

Designation: HOD

Date:

Jitendra Toravi
14/06/2022

Coordinator:

Prof Suvarna Udgire

Assistant Professor

Dept of Biomedical engineering

Suvarna

14/06/2022