

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.



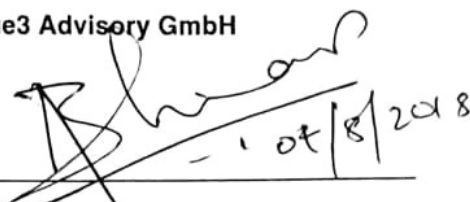
Concluded in two originals. Both parties recognize to have received an original, signed by both parties.

Vidyalankar Dnyanapeeth 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



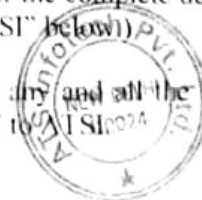
Name: Milind Tadvalkar
Title: Director
Email: Milind@vidyalankar.edu.in
Date: 04-AUGUST-2018



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

Memorandum of Understanding

1. This Memorandum of Understanding is being executed on Wednesday, 08th August 2018 between M/s ATS InfoTech Pvt.Ltd, Microsoft-AEP (Authorized Education Partner) having its registered office at L-107, Lajpat Nagar-II, NewDelhi-110024 and represented by Mr. Manish Kumar Singh (Head, Institutional Collaboration) hence for purpose of MOU known as 'Delivery Partner' and Vidyalankar Institute of Technology , Mumbai represented by Mrs. Varsha Bhosle (Vice Principal), hence for purpose of MOU known as 'Resource Partner'.
2. Delivery Partner would be offering International Certifications to the interested students from different vendors@ academic discounted price and those students who voluntarily pay the exam fees would be getting bundled training free of cost mapped to the certifications.
3. This contract in no way creates any financial binding nor does it imply that 'resource partner' has committed to provide any fixed number of student's registrations per year for the certification exams /bundled workshops, the only commitment from their end is to provide platform to address students / seminar to educate and motivate them about the various certifications and subsequent permission for registering the students who are **voluntarily interested** for the same.
4. As part of the special offering all exam vouchers provided to students for certifications would have a **second attempt bundled free** in case the student fails to clear the same in first attempt.
5. Delivery Partner would bundle a '**free of charge**' faculty development Program once a year for the faculty members of the **resource partner**.
6. Delivery Partner would also **sponsor certification vouchers for faculty members** equivalent to 10% of the total students enrolled in academic year.
7. Delivery Partner will not enroll any student directly for a course. Enrolment of a student will be done by VIT.
8. Delivery Partner shall not transact any money with the students directly. Any money payable by a student towards course fees, course material or any other item shall be payable at the Vidyalankar office
9. Delivery Partner will not include any person who is not a student or employee of Vidyalankar for a course
10. Delivery Partner shall not try in any manner to contact/introduce/advertise/divert students from the course offered through VIT to any other course or training location.
11. Delivery Partner shall not collect the names, contact details, address or any other personal details of any student who is enrolled for the course. If any such details are required for completing the course delivery, ATSI will collect these details through official means from the VIT course coordinator and will not attempt to collect this information from a student directly. ATSI will use these details only for communicated purpose and shall not forward the details of any student to a third party without the express permission of VIT sought separately.
12. VIT does not assure ATSI of any minimum number of students that will enroll for the courses covered by this MoU.
13. Payment Schedule VIT shall pay ATSI 100% of the total fees after the complete delivery of the course has been completed by ATSI (Refer Section "4.2 Deliverables from ATSI" below)
14. In case the course delivery is not completed, ATSI shall refund any and all the amount paid by VIT to ATSI as soon as a letter demand for such a refund is issued by VIT to ATSI.



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15. Student would be receiving their **transcript and certificates** for the exam directly in their account in e-format, from the specific vendor like Microsoft Certiport etc. post successfully clearing the exam.
16. Resource Partner would be Provided **15% of the total number of students enrolled as 'Resource Utilization Fees'** against use of infrastructure and other resources for the bundled free training
17. VIT will provide only the basic infrastructure such as classrooms and or laboratory with furniture, PCs and stationery.
18. Resource partner would allocate time slot either on weekends holidays /regular slot for min 6-8hrs or as per mutual consent with delivery partner for execution of FREE training in their campus.
19. The duration of the training may increase as per the level of participants and shall not be linked with the release of payments.
20. The tenure of the contract would be for a period of three years i.e. from 2018 to 2021, same cannot be terminated before a period of one year from the date of signing of the MOU.
21. Prices of the certification are subject to yearly review and revision as per the policy of the Certification vendor and other state and government taxes as and when applicable by the Government of India. However a proper communication would be provided, whenever there is impact on the same.
22. **"Resource Partner"** cannot hire or take services from any current full time /part time, ex- employee of the Delivery Partner either directly or indirectly for any full time or part time assignment for minimum period of one year from the date of expiry of contract.
23. **"Resource Partner"** must follow from time to time rules/regulation & operational protocols laid down by Microsoft/ Certiport other international vendors for their respective certification.
24. In case of any dispute, or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance there of shall be binding on the parties, however the court of jurisdiction would be New Delhi.
25. The clause is intended to be legally binding and the parties agree and acknowledge that both the terms of MOU and the discussion relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.
26. **Resource Partner** would issue a letter of completion upon successful completion of the certification and bundled training program.
27. Minimum batch size to run a free training/workshop bundled with Certification will be 40-50 students. However in case the numbers are different, than the decision on the same would be as per mutual consent.
28. **Cost of certification Exam** bundled with free workshop.



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8/12/12

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day, the **1st of June**, year **2018**, between:

The Department of Electronics and Telecommunication 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 EXTC**" which expression shall include its representatives, successors and assignees) of one part

AND

Microchip Training Partner (Eduvance, the educational arm of Vanmat Technologies Pvt. Ltd.) having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "**MTP**" which expression shall include its representatives, successors and assignees) of other part.

VIT EXTC and MTP are jointly referred to as 'Parties' in this MOU.

WHEREAS: VIT EXTC and MTP have expressed mutual interest in setting up **The Microchip Pic Microcontroller Lab at VIT EXTC**

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

OBJECTIVE AND SCOPE OF WORK

VIT EXTC RESPONSIBILITIES

1. Provide an ecosystem and infrastructure for its students, to use educational material and equipment donated by Microchip under the Microchip Embedded Systems lab
2. Mandatorily ensure that all the students in the 3rd year of the department undergo the free online training program provide by MTP. This is to follow the guidelines by Microchip.
3. Provide the infrastructure for the execution of the Microchip Certificate Program
4. Submit one report every semester to Microchip and MTP enlisting all the activities conducted as part of the lab. This report must contain the list of all the students who have undergone the free online program.

MTP RESPONSIBILITIES

1. Facilitate the donation of educational material and equipment (software and hardware) for the Microchip **Microchip Pic Microcontroller Lab** from Microchip (based on resources allocated by Microchip).
2. Conduct training towards the microchip certificate program for the students identified by VITEXTC. The costing of the training program will be mutually decided by VITEXTC and MTP
3. Provide employment opportunities to students who have obtained the Microchip certificate, by connecting them to Microchip ecosystem partners under the MAPIC program.
4. Provide knowledge sharing on latest technologies and projects with students and faculty of VITEXTC

ADDITIONAL POINTS

- The kit donation facilitated by MTP is on a non-replacement basis.

VALIDITY

5. This MOU is valid for two years from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

NO ASSIGNMENT

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

TERMINATION

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

NOTICES

8. Notices 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.

CEO, Eduvance
Vanmat Technologies Pvt. Ltd.
A 202 Mary Anne Heights,
3rd Golibar Road,
Santacruz (East), Mumbai 400055
Ph.No.: +91-9820749235

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

ENTIRE AGREEMENT

9. 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.

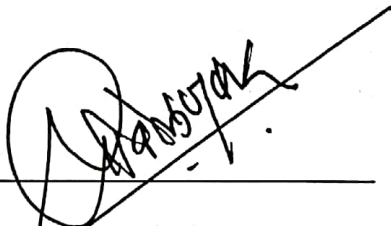
LEGAL EFFECT

10. 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

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

For VIT :


Signature: 
Name: Prof. Shrikant Velankar
Title: Institutional Representative
Date: 01-06-2018

For VANMAT

Signature: 
Name: Dr. Jonathan Josh
Title: C.E.O, Eduvance
Date: 01-06-2018



For VITEXTC :

Signature: 
Name: Dr. Sanjay Singh Thakur
Title: HOD, Electronics Engineering
Date: 01-06-2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day, the **15th of May**, year **2018**, 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 assignees) of one part

AND

Eduvance, the educational arm of Vanmat Technologies Pvt. Ltd. Being an IBM Edtech Partner having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "**IBMEDP**") which expression shall include its representatives, successors and assignees) of other part.

VITCE and IBMEDP 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

IBMEDP RESPONSIBILITIES

1. **Facilitate the donation** of educational material and cloud promo codes (as and when available) for the **Cognitive IoT and Data Analytics lab** to **VITCE** from companies that IBMEDP has a tie-up with namely-
 - a. IBM
2. Provide knowledge sharing on latest technologies and projects with students and faculty of VIT IT depending on available resources in the form of:
 - a. Internships
 - b. Value added programs
 - c. Faculty exchange
 - d. Consultancy Projects
3. Provide access to students and faculty of VITCE to training material that has been created in partnership with companies that IBMEDP has a tie-up.

VITCE RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with IBMEDP for coordination of IBMEDP's responsibilities.
2. VIT CMPN would put up a name board/placard (design provided by IBMEDP) named as "**Cognitive IoT and Data Analytics lab**" carrying the logos of IBM Edtech Partner that has facilitated the donation. VITCE would put up the placard and posters within one week of receiving the donation and inform IBMEDP.
3. VIT CMPN will make the best efforts to assign to the students, the value added programs given by IBMEDP.
4. VIT CMPN will make it compulsory for at least 60 students of the department to complete the free basic online programs from IBM Edtech Partner. This is to comply with IBM's prerequisites.
5. VIT CMPN will ensure that at least 4 projects are based on the IBM Cloud platform every year. This is to comply with IBM's prerequisites.
1. VIT CMPN will send IBMEDP one report per semester on the lab activities that have been performed based on the lab. This is to comply with IBM's prerequisites.
2. VIT CMPN would acknowledge IBM/IBMEDP in any of the research publications/projects that would arise from the establishment of this lab.

ADDITIONAL POINTS

- VIT CMPN **cannot** use the name/logo of IBM on their **website or on any event publicity without the prior permission of IBM**

VALIDITY

4. This MOU is valid for one years from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

NO ASSIGNMENT

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

TERMINATION

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

NOTICES

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LEGAL EFFECT

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SIGNATURES

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

For VIT :

Signature: _____

Name: Prof. Shrikant Velankar
Title: Institutional Representative

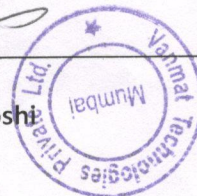
Date: 15-05-2018

For VANMAT

Signature: _____

Name: Dr. Jonathan Joshi
Title: C.E.O, IBMEDP

Date: 15-05-2018



For VIT CMPN Department:

Signature: _____

Name: Dr. Arun Chavan
Title: HOD, Computer Engineering

Date: 15-05-2018

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AND

Eduvance, the educational arm of Vanmat Technologies Pvt. Ltd. Being an IBM Edtech Partner having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "IBMEDP" which expression shall include its representatives, successors and assignees) of other part.

VITETRX and IBMEDP 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

IBMEDP RESPONSIBILITIES

1. Facilitate the donation of educational material and cloud promo codes (as and when available) for the IoT lab to VIT ETRX from companies that IBMEDP has a tie-up with namely-
 - a. IBM
2. Provide knowledge sharing on latest technologies and projects with students and faculty of VIT IT depending on available resources in the form of:
 - a. Internships
 - b. Value added programs
 - c. Faculty exchange
 - d. Consultancy Projects
3. Provide access to students and faculty of VITETRX to training material that has been created in partnership with companies that IBMEDP has a tie-up.

VIT ETRX RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with IBMEDP for coordination of IBMEDP's responsibilities.
2. VIT ETRX would put up a name board/placard (design provided by IBMEDP) named as "IOT lab" carrying the logos of IBM Edtech Partner that has facilitated the donation. VITETRX would put up the placard and posters within one week of receiving the donation and inform IBMEDP.
3. VIT ETRX will make the best efforts to assign to the students, the value added programs given by IBMEDP.
4. VIT ETRX will make it compulsory for at least 60 students of the department to complete the free basic online programs from IBM Edtech Partner. This is to comply with IBM's prerequisites.
5. VIT ETRX will ensure that at least 4 projects are based on the IBM Cloud platform every year. This is to comply with IBM's prerequisites.
1. VIT ETRX will send IBMEDP one report per semester on the lab activities that have been performed based on the lab. This is to comply with IBM's prerequisites.
2. VIT ETRX would acknowledge IBM/IBMEDP in any of the research publications/projects that would arise from the establishment of this lab.

ADDITIONAL POINTS

- VIT ETRX cannot use the name/logo of IBM on their website or on any event publicity without the prior permission of IBM

VALIDITY

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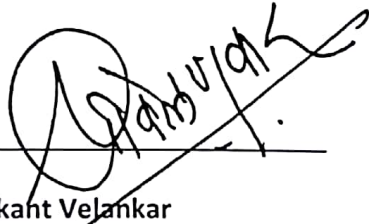
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For VIT :

For VANMAT

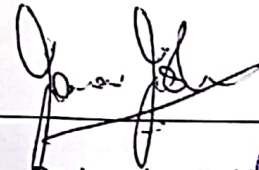
Signature: _____



Name: Prof. Shrikant Velankar
Title: Institutional Representative

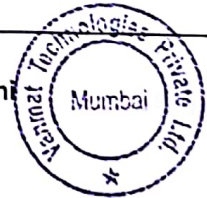
Date: 15-05-2018

Signature: _____



Name: Dr. Jonathan Joshi
Title: C.E.O, IBMEDP

Date: 15-05-2018



For VIT ETRX Department:

Signature: _____



Name: Dr. Anjali Deshpande
Title: HOD, Electronics Engineering

Date: 15-05-2018

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EXTC RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with IBMEDP for coordination of IBMEDP's responsibilities.
2. VIT EXTC would put up a name board/placard (design provided by IBMEDP) named as "IoT lab" carrying the logos of IBM Edtech Partner that has facilitated the donation. VIT EXTC would put up the placard and posters within one week of receiving the donation and inform IBMEDP.
3. VIT EXTC will make the best efforts to assign to the students, the value added programs given by IBMEDP.
4. VIT GSIT will make it compulsory for at least 60 students of the department to complete the free basic online programs from IBM Edtech Partner. This is to comply with IBM's prerequisites.
5. VIT EXTC will ensure that at least 4 projects are based on the IBM Cloud platform every year. This is to comply with IBM's prerequisites.
1. VIT EXTC will send IBMEDP one report per semester on the lab activities that have been performed based on the lab. This is to comply with IBM's prerequisites.
2. VIT EXTC would acknowledge IBM/IBMEDP in any of the research publications/projects that would arise from the establishment of this lab.

ADDITIONAL POINTS

- VIT EXTC cannot use the name/logo of IBM on their website or on any event publicity without the prior permission of IBM

VALIDITY

4. This MOU is valid for one year from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

NO ASSIGNMENT

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

TERMINATION

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

NOTICES

7. Notices 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.

Contact Us: contact@IBMEDP.in

Website: www.IBMEDP.in

CEO, Eduvance
Vanmat Technologies Pvt. Ltd.
A 202 Mary Anne Heights,
3rd Golibar Road,
Santacruz (East), Mumbai 400055
Ph.No.: +91-9820749235

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

ENTIRE AGREEMENT

8. 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

9. 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.

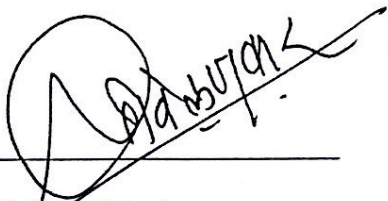
SIGNATURES

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

For VIT :

For VANMAT

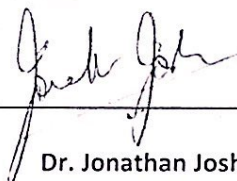
Signature: _____



Name: Prof. Shrikant Velankar
Title: Institutional Representative

Date: 15-05-2018

Signature: _____



Name: Dr. Jonathan Joshi
Title: C.E.O, IBMEDP

Date: 15-05-2018



For VIT EXTC Department:

Signature: _____



Name: Dr. Sanjay Singh Thakur

Title: HOD, Electronics and Communication Engineering

Date: 15-05-2018

Contact Us: contact@IBMEDP.in

Website:- www.IBMEDP.in

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day, the 15th of May, year 2018, between:

The Department of Information Technology, 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 IT" which expression shall include its representatives, successors and assignees) of one part

AND

Eduvance, the educational arm of Vanmat Technologies Pvt. Ltd. Being an IBM Edtech Partner having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "IBMEDP" which expression shall include its representatives, successors and assignees) of other part.

VITIT and IBMEDP 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

IBMEDP RESPONSIBILITIES

1. Facilitate the donation of educational material and cloud promo codes (as and when available) for the Cognitive IoT and Data Analytics lab to VITIT from companies that IBMEDP has a tie-up with namely-
 - a. IBM
2. Provide knowledge sharing on latest technologies and projects with students and faculty of VIT IT depending on available resources in the form of:
 - a. Internships
 - b. Value added programs
 - c. Faculty exchange
 - d. Consultancy Projects
3. Provide access to students and faculty of VITIT to training material that has been created in partnership with companies that IBMEDP has a tie-up.

VIT IT RESPONSIBILITIES

1. Assign one faculty member as a point of contact to act as a liaison with IBMEDP for coordination of IBMEDP's responsibilities.
 2. VIT IT would put up a name board/placard (design provided by IBMEDP) named as "**Cognitive IoT and Data Analytics lab**" carrying the logos of IBM Edtech Partner that has facilitated the donation. VITIT would put up the placard and posters within one week of receiving the donation and inform IBMEDP.
 3. VIT IT will make the best efforts to assign to the students, the value added programs given by IBMEDP.
 4. VIT IT will make it compulsory for at least 60 students of the department to complete the free basic online programs from IBM Edtech Partner. This is to comply with IBM's prerequisites.
 5. VIT IT will ensure that at least 4 projects are based on the IBM Cloud platform every year. This is to comply with IBM's prerequisites.
1. VIT IT will send IBMEDP one report per semester on the lab activities that have been performed based on the lab. This is to comply with IBM's prerequisites.
 2. VIT IT would acknowledge IBM/IBMEDP in any of the research publications/projects that would arise from the establishment of this lab.

ADDITIONAL POINTS

- VIT IT cannot use the name/logo of IBM on their website or on any event publicity without the prior permission of IBM

VALIDITY

4. This MOU is valid for one years from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

NO ASSIGNMENT

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

TERMINATION

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

NOTICES

7. Notices 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.

CEO, Eduvance

Principal

Contact Us: contact@IBMEDP.in

Website:- www.IBMEDP.in

Vanmat Technologies Pvt. Ltd.
A 202 Mary Anne Heights,
3rd Golibar Road,
Santacruz (East), Mumbai 400055
Ph.No.: +91-9820749235

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

ENTIRE AGREEMENT

8. 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

9. 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.

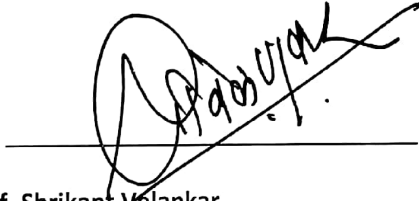
SIGNATURES

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

For VIT :

For VANMAT


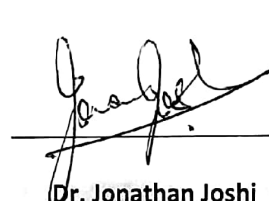
Signature:



Name: Prof. Shrikant Velankar
Title: Institutional Representative

Date: 15-05-2018

Signature:

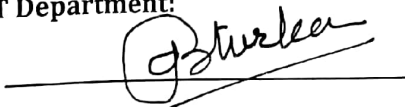


Name: Dr. Jonathan Joshi
Title: C.E.O, IBMEDP

Date: 15-05-2018

For VIT IT Department:

Signature:



Name: Dr. Varsha Turkar

Title: HOD, IT

Date: 15-05-2018

Contact Us: contact@IBMEDP.in

Website:- www.IBMEDP.in

Memorandum of Understanding

This memorandum of understanding is made and entered into on the 25 September 2017 between Young Indians (hereinafter referred as Yi) and Vidyalankar Institute of Technology (hereinafter referred to as VIT).

Whereas

Vidyalankar Institute of Technology (VIT) is an educational institution approved by the All India Council For Technical Education (AICTE) and Directorate of Technical Institution (DTE), Government of Maharashtra and affiliated to the Mumbai University.

And Whereas

Young Indians (Yi) is an integral part of the Confederation of Indian Industry (CII) formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 2600 direct members in 40 city chapters, and indirect membership of 8500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story.

And Whereas

The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

It is hereby mutually agreed to by both parties as follows

In tune with the Yuva vision to influence inspire and motivate millions of students across the country, Yi will work with Vidyalankar Institute of Technology (VIT) by forming a Yi Yuva.

Through the Yi Yuva, Yi intends to provide an opportunity to start thinking and work for India, Sowing the seeds of thinking about India and its growth at schools and colleges, an invaluable motivation for young minds to see how other young achievers are making a difference, bridging potential with achievement, a unique networking opportunity with peers across the country, developing leaders for tomorrow, an experience on leadership and team building and an opportunity to volunteer / participate in Yi events at the chapter and national level.

The role of the institution would be to enroll a minimum of 50 students at the beginning of the year and increase the same substantially through the years that follow; that their contact details will be given on the day of their sign-up ; that it undertakes to follow the charter (attached), that it will depute a faculty/ teacher coordinator for the Yi Yuva whose role has been defined in the charter, that the students will be given the motivation and opportunities to engage in activities and initiatives that they conceptualize, that these students are to make reports regularly on their activities to the Yi Executive Member (also mentioned in the annexure) and that the students will be allowed to participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)

249-F, Udyog Vihar, Phase IV, Gurgaon - 122015, Haryana. Tel: +91 124 1014060-67 Fax: +91 124 4014080
www.youngindians.net / yinational@cii.in

Ahmedabad | Bengaluru | Bhopal | Bhubaneswar | Chandigarh | Chennai | Coimbatore | Dehradun | Erode | Gangtok | Goa | Guwahati
Hyderabad | Indore | Jaipur | Jharkhand | Kochi | Kolkata | Lucknow | Ludhiana | Madurai | Meghalaya | Mumbai | Mysuru | Nagaland
New Delhi | Patna | Pune | Raipur | Salem | Siliguri | Solan | Srinagar | Trichy | Trivandrum | Vadodara | Vijayawada | Visakhapatnam

The role of Yi will be to nominate a member from within its membership (called as Yuva Chair) who will be a mentor to the Yuva.

Termination:

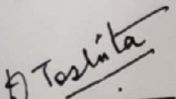
Yi may terminate this MoU forthwith in the event of any breach of the terms mentioned in this MoU or in the attachments. This termination will be on mutual basis by either party giving the other a prior written notice of one month in writing.

Miscellaneous:

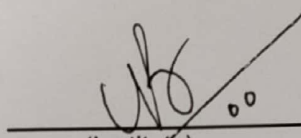
Both parties hereby agree that the terms and conditions for the above individual activities shall be mutually agreed and reviewed and updated from time to time.

This Agreement will be in force for an initial period of one year and may be extended for further periods before the expiry of this Agreement.

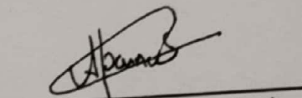
This agreement shall become effective from today, the 25 September 2017 upon signing of this agreement.



Yi Yuva Chair



(Institute)



Yi (Executive Member)



NPTEL IIT BOMBAY

National Programme on Technology Enhanced Learning
IIT Bombay, Powai, Mumbai-400076, INDIA
Phone: +91-22-2576 4811 Website: www.nptel.ac.in



14.11.2017

To,

The Principal
VIDYALANKAR INSTITUTE OF TECHNOLOGY
VIDYALANKAR MARG, WADALA (E)
MUMBAI- 400037

VIT	
Vidyalankar Institute of Technology Wadala (E), Mumbai - 400 037	
Inward No.:	16293
Date :	25-11-17
Received by:	<i>[Signature]</i>

Dear Sir/Madam,

Sub: Establishing NPTEL Local Chapter in your college

Greetings from the NPTEL office, IIT Bombay.

This is to acknowledge the receipt of your letter accepting to host NPTEL Local Chapter in your institution.

The **Single Point of Contact (SPOC)** nominated from your college is

Name of Institute: VIDYALANKAR INSTITUTE OF TECHNOLOGY
Name of SPOC: PROF. DEEPALI NAYAK
Designation : ASSISTANT PROFESSOR, INFORMATION TECHNOLOGY
E-mail id: deepali.nayak@vit.edu.in

We wish to inform you that all future correspondence related to NPTEL contents and online courses will be made to the afore-mentioned SPOC. He/she will be routinely updated with all the latest NPTEL initiatives which then may be circulated among the students.

We are also happy to share that a dedicated NPTEL Local Chapter web page is being created and your institution will have a separate page on it (<http://nptel.ac.in/LocalChapter>).

Thanking you.

Sincerely

[Signature]
Prof. R.K. Shevgaonkar
(Principal Investigator NPTEL IIT Bombay)

@Deepali Nayak,
PI. Meet
[Signature]
25 Nov 17

INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on 13th November, 2017 by and between:

Scholiverse Educare Private Limited, having its registered office at B-809, Unitech Business Zone, Nirvana Country, Sector50, Haryana - 122018, acting through its authorized representative Mr. Shekhar Halder, Head, University Relations (hereinafter referred to as “**Internshala**”);

AND

Vidyalankar Institute of Technology, situated at Vidyalankar College Marg, Wadala(East), Mumbai – 400037 (hereinafter referred to as the “**College**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns) of the other Party; acting through its authorized representative Prof. Varsha Bhosale - Vice Principal, Vidyalankar Institute of Technology.

Internshala and College may be referred to as ‘Party’ individually and as ‘Parties’ collectively, as the context may require.

Overview:

This agreement is regarding the college registration of ‘Vidyalankar Institute of Technology’ with ‘Internshala’.

Responsibilities of Internshala:

- Provide all the students of the College with free student accounts and lifetime memberships.
- Provide weekly internship updates to all the students of the College.
- Provide free online webinar on Internship preparation.
- Provide an online resume maker to all the students of the College registered with Internshala.
- Keep the student’s details confidential at all times from any third party except the employers, whose internship the student has himself/herself applied to.

Responsibilities of College:

- Provide the information of all the students of the College as required by Internshala for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the College.
- Issue the online NOC to the students whenever they are selected for an internship.
- Inform all the students of the College about this collaboration and ensure that they verify their accounts on Internshala.

Term and Termination:

This agreement will be operational and valid from 13th November, 2017. Upon completion of one year, the agreement can be renewed with mutual consent of both parties.

Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least three months prior to termination date.

Confidentiality:

- Internshala and College will not disclose the details of this agreement and any private information that they come across when this agreement is in effect to any third-party.
- Internshala will not disclose or sell the contacts of registered users to any third-party.

Disputes:

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. Any dispute arising out, in connection with or relating to this Agreement, or the breach, termination or validity thereof, that has not been resolved by negotiation within thirty (30) calendar days after a Party's request for negotiation, would be resolved under the jurisdiction of Gurgaon court.

Miscellaneous:

- Neither party will enter into an agreement with a third party on behalf of the other party.

Signed and Delivered by The Signatory Representative of Parties to this agreement:

For and on behalf of

Internshala



(Authorized Signatory)



Vidyalankar Institute of Technology



(Authorized Signatory)

Principal
Vidyalankar Institute of Technology
Antop Hill, Wadala (E), Mumbai-37.

Think Globally!
Act Locally!



President
Dr. Harsha Mehta

ECO-ROX

Reg. No. : F-67740 (Mumbai)

C-1, 144, Karmakshetra, Sion (E), Mumbai - 400 037. Phone : 9820809416 | Email : ecorox007@gmail.com

Memorandum of Understanding (MOU)
Between
ECO - ROX
C-1, 144, Karmakshetra, Sion - 400037, Mumbai
And
Vidyalankar Institute of Technology, Wadala, Mumbai.
For " Waste to Wealth Project".


This MOU made on the 22nd day of November 2017 between Vidyalankar Institute of Technology Situated at Wadala.

(Herein after referred to as Vidyalankar College).

And
ECO - ROX.

Roles and Responsibilities of ECO - ROX:

1. Create awareness amongst youth and students about the use of waste as resource and its relationship with climate change and global warming.
{Promote knowledge and provide training for segregation at source and composting among students, faculty and non-teaching staff.}
2. Encourage and promote recycling of waste.
3. Sensitize and involve NCC Cadets and NSS students from the college / institute for promoting the concept of the project.
4. ECO - ROX will conduct periodic supervision for the period of at least one year from the beginning of the project.
5. ECO - ROX will involve student volunteers for internship for it's Projects.
6. ECO - ROX will issue Internship Certificates for the same.


Ms. Varsha Bhosale
Principal
Vidyalankar Institute of Technology
Wadala, Mumbai.


Dr. Harsha Mehta
President, ECO-ROX

*Think Globally!
Act Locally!*



ECO-ROX

President
Dr. Harsha Mehta


Reg. No. : F-67740 (Mumbai)

144, Karmakshetra, Sion (E), Mumbai - 400 037. Phone : 9820809416 | Email : ecorox007@gmail.com

Roles and Responsibilities of Vidyalankar College.

1. The college will make arrangements for the awareness lectures.
2. The students & staff will actively participate in the recycling of the waste.
3. The project is a part of college environmental activity and hence it will be monitored on a regular basis by NCC / NSS students and faculty members.
4. We expect the college to continue the project for at least two years. The college will nominate a contact person to whom the activity report will be submitted in the second week of every month.
5. College will identify a suitable space for the installation of compost pit & College will bear the cost of installation of the same & will maintain the project.
6. College will select minimum 10 Student volunteers for internship.

*Think Globally!
Act Locally!*


Ms. Varsha Bhosale
Principal
Vidyalankar Institute of Technology
Wadala, Mumbai.


Dr. Harsha Mehta
President, ECO-ROX

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on the 5 October 2016 between:

Vidyalankar Institute of Technology, with its address at Vidyalankar Campus, Vidyalankar College Marg, Wadala East, Mumbai, Maharashtra 400037 (herein after referred to as "VIT")

AND

ForeVision, (herein after referred to as "FV") with its address at 32, Raja Bahadur Mansion, 2nd Floor, Mumbai Samachar Marg, Opp. Bombay Stock Exchange, Mumbai - 400023.

1 Background

1.1 VIT

VIT is an engineering college governed by the Vidyalankar Dnyanapeeth Trust, that aims to provide a comprehensive educational platform for conducting in-curriculum and co-curricular courses for students and faculty members through the facilities of the Vidyalankar Group of Educational Institutes.

1.2 ForeVision

Established in 2009, ForeVision is continuously working in the education & consulting service domain in Mumbai. ForeVision offers a gamut of skill development solutions that enhance learning in classrooms, corporate and industrial training centres. The contact details of FV are as follows:

- A. Co-Founder: Mr. Saagar Vijan
- B. Telephone numbers: +91-9892699228, +91-9819881223
- C. Email addresses: saagar.vijan@forevision.co.in, info@forevision.co.in
- D. Website: www.forevision.co.in

1.3 Value Added Courses

The purpose of this Memorandum of Understanding is to lay down the understanding between VIT and FV for the value added courses offered by FV to be conducted at the Vidyalankar Campus, Wadala (East), Mumbai, 400 037.

The details of these courses are provided in Appendix A.

2 Terms and Conditions

1. FV shall submit the following documents to VIT:
 - a. Company/institute PAN card.
 - b. Company/institute registration certificate.
 - c. Company bank account details.
 - d. Profile of the trainers who will be delivering the course.



2. FV will not enroll any student directly for a course. Enrollment of a student will be done by VIT.
3. FV shall not transact any money with the candidates directly. Any money payable by a student towards course fees, course material or any other item shall be payable at the Vidyalankar office.
4. FV will not include any person who is not a student or employee of Vidyalankar for a course.
5. FV shall not try in any manner to introduce/advertise/divert students from the course offered through VIT to any other course or training location.
6. VIT does not assure FV of any minimum number of students that will enrol for the courses covered by this MoU.
7. VIT does not assume any responsibility for any financial or legal liabilities that arise out of the training course conducted on the Vidyalankar campus by FV.
8. VIT does not take any responsibility for the use or violation of any Intellectual Property including but not limited to any Software or Hardware Product, Proprietary Information, Proprietary Knowledge, and Proprietary Technology that will be used during the course conducted by FV.
9. VIT does not take any responsibility for the use or violation of any trademark, brand name, logo or any other lettering, words or symbols in style or content that FV may use for conducting this course.
10. The course completion certificate shall be awarded by FV and must carry the VIT logo.
11. VIT will not make any purchases in special equipment, software, tools or any such item required to complete the course.
12. VIT is not responsible for the loss or damage of any equipment, software program or data used during course work or for the maintenance of such equipment.
13. FV shall not change the time and date of any session of the course without informing VIT. Any change in the course schedule must be intimated to VIT atleast three days before the change is required.
14. FV shall complete and compensate any course session that was cancelled and ensure that all enrolled students have attended the cover-up session(s).

3 Value Added Course Fees and Payment Terms

3.1 Fees

VIT shall pay FV an all inclusive fee of Rupees One Thousand and Seven Hundred (Rs. 1700/-) per hour. The total all inclusive amount payable to FV is Rs. 1700 multiplied by the number of hours delivered by FV.

3.2 Payment Schedule

VIT shall pay FV the total course fees after all the sessions (see session schedule below) have been completed by FV.

In case the course delivery is not completed, FV shall refund any and all the amount paid by VIT to FV as soon as a letter demanding such a refund is issued by VIT to FV.

3.3 Taxes, Levies and Duties

The "per hour" and total amount payable to FV mentioned above, includes all taxes, levies and duties as applicable by law.

All payments made by VIT that are equal and more than Rs. 30,000 shall be made after deducting the Tax Deducted at Source (TDS) as applicable by law.

4 Deliverables

4.1 Deliverables from VIT

VIT will provide only the basic infrastructure such as classrooms and/or laboratory with furniture, PCs and stationery.

4.2 Deliverables from FV

4.2.1 Course Items

FV shall deliver the following items to the students of Vidyalankar who enroll for this course:

1. Course notes and/or training kits that will help students retain and reuse the learning material of the course.
2. A ~~written~~ ^{online} evaluation that will be used to grade the student and provide feedback for self assessment on the topic of the course.
3. A certification carrying the course title, name of the student, date of the examination and grade of the student and the VIT logo.

4.2.2 Course Syllabus

(As defined in the Appendix)

4.2.3 Format and Total Delivery Duration of Course

FV will conduct the course in terms of session. Each session will have a duration of three hours. A session will be conducted for a batch of students consisting of approximately 30 students.

3:00 pm to 6:00 pm

4.2.4 Schedule of Course Sessions

FV will conduct the "Excel for Managers" Course as per the agreed tentative schedule given below:

	Batch 1 Tues/Sat	Batch 2 Tues/Sat	Batch 3 Thurs	Batch 4 Thurs
Session 1	25 Oct	25 Oct	27 Oct	27 Oct
Session 2	5 Nov	5 Nov	3 Nov	3 Nov
Session 3	8 Nov	8 Nov	10 Nov	10 Nov
Session 4	15 Nov	15 Nov	17 Nov	17 Nov
Session 5	22 Nov	22 Nov	24 Nov	24 Nov
Session 6	29 Nov	29 Nov	1 Dec	1 Dec

5 Effective Date

All conditions and provisions of this MoU shall become effective upon execution and shall continue in force until all the payments have been made by VIT to FV.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

FOR VIDYALANKAR INSTITUTE OF TECHNOLOGY

Name: *Trupti Nait*

Place: *Mumbai*

Date: 5.10.16

Signature: *[Handwritten Signature]*



FOR ForeVision

Name: *SAGAR VIJAN*

Place: *MUMBAI*

Date: 5.10.16

Signature: *[Handwritten Signature]*



Excel for Managers

Module 1 -Excel Overview, Basic Excel Tools

- Introduction to Excel-Rows & columns/Menu commands/Referencing/Working with worksheets
- Formatting functions-Alignment, colour, borders/Types of cell formats/Row height, column width, word wrap, format painter
- Conditional Formatting-Using basic conditions/Advanced application by creating own rules/Managing rules
- Paste special
- Data Sort- Vertical Sort & Horizontal Sort/Multiple Sorting
- Data Filter-Basic & custom auto filter/Advanced filter & its application

Module 3 -Advanced Excel Tools

- Data Validation & Creating Forms
- What if Analysis-GoalSeek/DataTable for sensitivity analysis/Scenario manager
- Protection of worksheet & workbook with exceptions
- OtherTools-Freeze panes, Split worksheet, advanced printing setup

Module 5-Macros&VBA

- Introduction to Macros & Visual Basic for Applications(VBA)
- RecordingMacros-Application of recording macros/How to record macros & view recorded code
- Running Macros
- Editing the recorded Macro
- Basics of The Visual Basic Editor
- Assigning a macro to a toolbar, menu, button or object
- Assigning a keyboard short cut to a macro
- Automating basic functions through simple macros
- Looping-The concept of looping/Types of loops-If...EndIf/For...Next
- Creating User Forms using Macro

Module 2 -Basic & Advanced Formulae

- Basic formulae & Logical Functions-AND,IF,OR
- Text & String Functions
- Numeric & Statistical Functions-COUNT,COUNTIF,COUNTIFS,SUMIF,SUMIFS,SUMPRODUCT/MAX,MIN
- Lookup & Reference Functions-VLOOKUP,HLOOKUP/MATCH,INDEX,OFFSET
- Miscellaneous Functions-ISERROR,RANK,SUBTOTAL
- Nesting of Formulas
- Trace Precedents & Dependents
- Formula Evaluation & Auditing
- Names in Excel-NameManager/Application of defining names

Module 4-Charts&PivotTables

- Creating Chart and Graphs-Creating various basic charts (bar charts, line charts, stock charts, scatter charts, etc.)/Designing and formatting charts/Modifying chart options/Building three dimensional charts
- Playing with chart options to create more relevant and uncommon style charts
- Dynamic graphs
- PivotTables-Creating and updating pivot tables/Performing calculation in pivot tables/Grouping options in pivot/Percentage, Sum & Count options in pivot tables/Sorting, filtering, updating, formatting of pivot tables
- Pivot Charts

Memorandum of Understanding

Between

Techfest 2015-16, IIT Bombay and Vidyalankar Institute Of Technology, Mumbai

Techfest, the annual science & technology festival of IIT Bombay was founded in 1998 and since then it has come across a long way realizing its dreams and climbing steps and overcoming obstacles to be one the most reputed and best conglomeration of students across India for the exchange of ideas, innovation and learning. This edition of Techfest will be held from 26-28 December 2015.

Following shall be the guidelines of the association that both parties shall follow:

Deliverables from Techfest

- All colleges supporting Techfest, IIT Bombay will be College Partners for ReCycle. College Partners will be mentioned in all media articles and all other publicity material.
- Names of colleges will be publicized in our website for College Campaign and all Photographs of College Campaign will be uploaded on our website

Techfest will provide following requirements for ReCycle Campaign Activity in College.

1. A Spinning Game wheel
2. A flex with a tree drawn on it. Paper leaves will be provided along with a double - sided tape to stick paper leaves on the tree flex
3. Customized Techfest pages to writes quotes.
4. 1 Sapling to be planted by School Authorities in their Campus with a placard of Techfest. IIT Bombay.
5. 10 T-Shirts for carry bag making activity.
6. Sketch-Pens will be provided by us.
7. 3 Dustbins of different colours and materials name written on paper for sorting.

8. Techfest ReCycle ID Cards.
9. Techfest, IIT Bombay Certificates for Event Organizers.
10. Giveaways and Freebies to be distributed among participating students.
11. 1 Techfest ReCycle Standee.
12. Posters for Publicity of ReCycle.

Deliverables from Vidyalankar Institute Of Technology

- College, along with their students are expected to hold this event for Techfest, IIT Bombay with Peace and Harmony for social good.

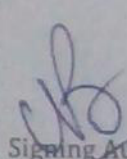
Vidyalankar Institute Of Technology, has to ensure availability of following requirements in their college

1. A properly closed place in college protected from rains, where most of the college students can gather with permission from college authorities.
2. Pre-inform the college students about the ReCycle Campaign via e-mail and publicity posters.
3. 2 Tables with Table cloth and 4 chairs.
4. 1 basic microphone setup with amplifier.

Vidyalankar Institute Of Technology Representative must ensure the following requirements in their college

1. 4 - 6 volunteers as Event Organizers
2. 1 camera
3. 1 pair of scissors and 1 big stapler used for bag making activity.

Ram Krishna
Manager, Events
Techfest 2015-16
IIT Bombay


30-07-15
Signing Authority
Vidyalankar Institute
Of Technology



Dear All,

we are extremely happy to announce the final list of colleges participating in the e-Yantra Lab Setup Initiative (eLSI) Pilot phase:

1. AIKTC, Panvel, New Bombay
2. Pillai Hoc College of Engg. & Tech
3. YTCEM
4. SSJCOE, Dombivli (E)
5. SIES Graduate School of Tech
6. Terna Engineering college
7. Ramrao Adik Inst. of Tech., Nerul
8. Pillai Inst. of info Tech. New Panvel
9. BVCOE, Navi Mumbai
10. FrCRCE, Fr. Agnells' Bandra
11. PVPPCOE, Sion, Mumbai
12. Atharva College of Engg.
13. Vidyalkar Institute of Technology, Mumbai
14. Department of Computer Science, University of Mumbai (UDCS)
15. Viva Institute of Tech.
16. St. Francis Inst. of Tech.

Team leaders from each of these colleges will be receiving a mail very soon with the details of the e-Yantra Robotics teacher competition. All communications from this point, will be between the team leaders and the e-Yantra team -- through e-Yantra's e-mail id -- details will be given to you in a few minutes when we launch the competition :).

We wish all the teams the very best,

--

Thanks and regards,
Dr. Saraswathi

Dr. Saraswathi Krithivasan
Program Manager
e-Yantra Project
IIT Bombay
80970-24114

From: Saraswathi K <saraswathi@e-yantra.org>

Sent: Monday, January 14, 2013 5:20 PM

To: Tabrez Khan; arjun.komminen@gmail.com; abhijit.jayprakash@gmail.com; pramod.rodge@rediffmail.com; skpunjabi@hotmail.com; vb_2k@rediffmail.com; Amruta Chintawar; Prashant Ahire; sonalinmhatre@rediffmail.com; pshah@frcrce.ac.in; Asha Rawat; mangala deshpane; Shrikant Velankar; sindhu satheesh; Rajan Tiwari; Ansari Vaqar

Cc: Kavi Arya; krishna lala; rikmoorthy@yahoo.com; razak.honnutagi@gmail.com; Seema Shah; principal@siesgst.net; principal.raitypatil@gmail.com; pricipal@viva-technology.org; ktvreddy@gmail.com; deanfotuom@gmail.com;

chelpa.lingam@gmail.com; bakaljw@gmail.com; asim_sen@linuxmail.org; ambujas@gmail.com; mzshaikh2003@yahoo.co.in; Shailesh Jain; Sachin Patil

Subject: e-Yantra lab setup initiative - Pilot phase -- Final list of participating colleges

Ref No: VL/MP2/NC15/001

Date: 26th June 2015

To,

PRINCIPAL

Vidyalankar Institute of Technology

Vidyalankar campus,

Vidyalankar College Marg,

Wadala East, Mumbai, Maharashtra 400037

Dear Sir/Mam,

With reference to your Expression of Interest for Virtual Labs Nodal Centre (VLNC), it gives me immense pleasure to designate your college as a Nodal Centre for Virtual labs. As recommended by you, **Prof Geeta Narayanan** has been nominated as the Nodal Coordinator from your college. This approval is valid up to 31st Dec 2015 and is subject to the Terms & Conditions attached and any subsequent directives as issued by MHRD.

Kindly acknowledge receipt of this letter and acceptance of the Terms & Conditions.

We thank you again for your interest in the Virtual Labs project and appreciate your endeavour in the service of the student community. Wishing you all the best!

Sincerely,



Prof. Santosh Noronha



Santosh Noronha
Chemical Engineering : noronha@iitb.ac.in
Healthcare, Educational Tech : (22)25767238 / 25764246
Indian Institute of Technology Bombay, Powai, Mumbai, 400 076, India. (22)25764227

Ref No: VL/MP2/NC15/001

Date: 26th June 2015

To,

PRINCIPAL

Vidyalankar Institute of Technology

Vidyalankar campus,

Vidyalankar College Marg,

Wadala East, Mumbai, Maharashtra 400037

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Kindly acknowledge receipt of this letter and acceptance of the Terms & Conditions.

We thank you again for your interest in the Virtual Labs project and appreciate your endeavour in the service of the student community. Wishing you all the best!

Sincerely,

Prof. Santosh Noronha

20 February 2018

REF/VIT/Virtual Lab/2018/302

Prof. Santosh Noronha
Lab 125 B
Department of Chemical Engineering
IIT Bombay

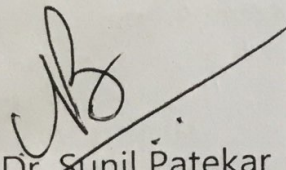
Sub: Renewal of Virtual Lab Nodal Centre at Vidyalankar Institute of Technology

Dear Sir,

Vidyalankar Institute of Technology is functioning as a Virtual Lab Nodal Centre (VNLC) for Virtual Labs project of IIT Bombay since March 2015. Prof. Geetha Narayanan is the Nodal Centre coordinator. As per mail received from Mr. Pushpdeep Mishra, Project Manager, Virtual Labs we need to renew the association by sending the expression of interest.

We are interested in renewing the Nodal Centre and the expression of interest is attached along with this letter.

Thank you for your cooperation. We look forward for further association with you.


Dr. Sunil Patekar
Principal-VIT
Principal



Vidyalankar Institute of Technology
Antop Hill, Wadala (E), Mumbai-37.
Encl:

- Expression of Interest



THE UNIVERSITY OF
TOLEDO
1872

College of Business and Innovation
Office of the Dean

Min. Stop 101
2801 W. Bancroft St.
Toledo, OH 43606-3350
Phone: 419-248-7000
Fax: 419-248-7044
www.utolledo.edu

**MEMORANDUM OF AGREEMENT BETWEEN
THE UNIVERSITY OF TOLEDO, USA**

&

Vidyalankar Dnyanapeeth Trust's Vidyalankar Institute of Technology, India

The University of Toledo (Ohio, USA) and **Vidyalankar Dnyanapeeth Trust's Vidyalankar Institute of Technology (Mumbai, India)** (hereinafter "VIT"), wishing to establish a 1+1 Post - Graduate Degree program [Master of Administration (MBA)] between the two Institutions and especially to develop academic and cultural interchange between them through mutual assistance in the areas of education and research, hereby resolve to cooperate in the development of programs and academic exchanges subject to the following agreed upon terms and conditions contained herein.

Article 1: Objective of the Agreement.

The purpose of this Agreement will be to establish a mutually-beneficial educational and pedagogical relationship with VIT. This Agreement establishes the formal understanding of the scope of operations between these two leading educational institutions, and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future amendments and conditions as further agreed upon by both parties as the relationship continues to develop.

Article 2: Scope of Agreement.

Activities engaged in under this Agreement include but are not limited to: (a) the exchange of academic personnel for teaching, research, or both; (b) the organization of joint seminars and conferences, (c) the hosting of visiting faculty from the other institution; (d) the exchange of academic program materials; (e) the development of joint

research and publications; (f) study abroad of students between institutions; and (g) development of post graduate 1+1 degree program of Master of Business Administration (MBA)

1. Scope of Cooperation

- a. For implementation of clause (g) : Students will enroll at VIT in a UT pre-approved series of five courses (Graduate level) which parallel and are substantially equivalent to Year 1 of MBA program offered by The University of Toledo. Credits for two of these courses will be transferred and the other three will be taught under UT course number by VIT faculty. Satisfactory completion of this specific program will enable students to apply, transfer to and enroll at University of Toledo for the completion of their MBA degree, which they will receive from The University of Toledo.
 - b. Avenues for possible professional development of Vidyalankar faculty and curriculum enhancement will be developed. Opportunities for teacher exchanges and joint research will be pursued.
2. Implementation Procedures for Enrollment at UTCOBI for clause 2 (g): UT will accept qualified students from the collaborative program in transfer from VIT. A qualified student is one who has completed one year in the Master of Management Studies program of the University of Mumbai at VIT; completed the 5 Graduate level courses as mentioned in 1a, has passed with a grade of "C" (2.0 GPA) or higher in each of these 5 courses so as to achieve a Cumulative GPA of 3.0 or higher on a 4-point scale in these courses; has met the TOEFL (Test of English as a Foreign Language) requirement as required by UT at the time of joining in the program and MAT or equivalent exam scores as required by UT; and has completed and submitted all relevant application forms, transcripts and application fees to UT. Upon admission to UT, students will then be obliged to successfully complete the remaining requirements of the MBA program in residence at UT.

Article 3: Implementation of Agreement as applied to individual programs.

Prior to the starting date of any activity under Articles 2 (a) to 2 (f), established or continuing under this Agreement, the parties will reach a written, signed agreement describing in as much detail as is necessary, any additional specific terms of the activity. Such programs will be negotiated in a timely manner, without

undue delay by either party. For each program, each party will designate a Liaison Officer to develop and coordinate all activities relative to the program.

Article 4: General program requirements.

1. In this Agreement, unless the context implies otherwise:
 - a. "Exchange" will mean a one-for-one exchange of students from each university;
 - b. "Exchange students" or "participants" will mean students participating in the exchange implemented herein;
 - c. "Home institution" will mean the university at which the student intends to graduate from i.e. The University of Toledo.
 - d. "Host institution" will mean the Institute that has agreed to recruit the Transfer students (i.e. VIT) and send them to the home institution (i.e. UT);
2. Tuition and fees: Students attending The University of Toledo as part of this agreement under clause 2(g) will be assessed the current tuition, fees and the out-of-state tuition surcharge but will receive a scholarship from UT to cover the out-of-state tuition surcharge.
3. Housing and travel: UT will facilitate the arrangement of lodging for VIT transfer students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) will be borne by each individual student or faculty.
4. Student Visa Paperwork: UT will provide acceptance paperwork for transferring students for the purpose of securing student (F-1) visas as soon as possible after receiving applications from VIT and admitting the applicants. Transferring students will be transferring in Fall (August) semester. Neither UT nor VIT is responsible for the obtaining of a visa for the transferring student from the U.S. embassy or consulate; the student is solely responsible for getting the visa.
5. Student conduct and academic policy: While at UT, VIT transfer students are subject to the student conduct and academic policies of UT for matters specifically related to their program. All transfer students under this program must adhere to all course load requirements for student visas under federal and state laws. Failure to follow such laws will result in immediate expulsion from The University of

Toledo. Both VIT and UT retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to respective Institute's policies and standards. Student so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with each Institute's policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither Institute is responsible for any fees due to the airline, which must be paid by the transfer student.

6. Faculty exchange. The host institution will accept exchange faculty subject to mutual scholarly and programmatic interests determined by the respective institutional representatives, availability of facilities, previous or continuing faculty collaborations, and other relevant factors based on the situation will be considered in making this decision. The purpose of any such visit must be teaching and/or cooperative research. No such visit will exceed one (1) academic year as that period is defined by the host institution, unless otherwise agreed to in writing by the institutions. Exchange faculty and/or scholars will remain on their home institution's payroll. The home institution also remains responsible for the administration of any taxes, benefits or other financial obligations of the home institution.

UT will facilitate Faculty Development of VIT faculty by providing opportunities for VIT faculty, such as arranging appointments and research assignments at UT for which external funding will be sought. All the appointments and research assignments will be implemented in accordance with UT policies, hiring processes and any applicable collective bargaining agreements. Similar facilities will be provided by VIT to UT Faculty who visit VIT to conduct research for the mutual development of faculty resources.

7. The University of Toledo retains at all times the ultimate authority over all admission and subsequent academic decisions, and VIT retains all rights respective to its institution. In addition to assuring that coursework credit will transfer, all students from VIT must have the appropriate level of TOEFL (or alternative IELTS) required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, they will be required to undertake appropriate ESL education prior to formal admission to the program.
8. The University of Toledo will supply all administrative services to the applicable programs for this Agreement for the academic year regarding students attending The University of Toledo, and VIT will coordinate efforts for students attending its own campus. All facilities will be open to the VIT students. The University of Toledo does not assume any liability for hospital or medical fees for the VIT students.

- a) Two Coordinators will be appointed, one by VIT and one by UT, to coordinate and monitor the program regularly. An oversight committee consisting of these two Directors and at least one faculty member from each Institution will be constituted to oversee and assess the program at regular intervals. UT and VIT agree that there will be a periodic review of the performance of the Students by Admissions and Program Committee.
 - b) UT agrees to provide and make available all the relevant updated course information such as syllabi, for the courses in the program and relevant data and details for analysis and reference. UT agrees to make available to VIT the source of materials such as textbooks, software and other instructional support as necessary for the program so that VIT can get the required licenses and execute agreements with publishers to make the materials available to the students.
 - c) UT and VIT agree the teaching and instructional workload will be shared between UT and VIT with mutually agreeable terms. UT will delegate its faculty within its discretion which are competent in conducting courses. VIT will delegate faculty who in its discretion are competent in conducting the courses and are qualified to teach Graduate College of Business and Innovation courses to meet Association to Advance Collegiate Schools of Business (AACSB) requirements.
9. VIT agrees to provide and make available all current infrastructural facilities and the facilities that may be added to VIT for the benefit and use of the students admitted to this program.

Article 5: Term, and Termination.

1. This Agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years, and may be amended or extended upon written agreement by both parties. This Agreement may be cancelled by either party in writing with 90-day notice, subject to modifications by amendment or subsequent individual program agreement. In the event that the Agreement is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this Agreement will continue until the current semester in which the termination takes place is completed.
2. Transfer Students enrolled in this program at VIT under clause 2 (g) prior to such termination of agreement will be allowed to complete their studies at UT should they meet admissions and program requirements.

Article 6: Miscellaneous.

1. Indemnification. VIT agrees to indemnify and to hold The University of Toledo harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to VIT's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers,

third parties utilized by VIT, or joint venturers while acting under this Agreement. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, The University of Toledo agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement.

2. No agency. Nothing herein will be construed to create an agency relationship between the home and host institutions, or any employment relationships between the institutions for any faculty or staff member provided under the exchange program. The parties are independent contractors and no legal relationship is intended by this Agreement.
3. Compliance with laws. The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.
4. Ohio Compliance Requirements:
 - A. "VIT warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and VIT will immediately repay to Agency any funds paid under this Agreement."
 - B. Campaign contributions. "VIT hereby certifies that all applicable parties listed in Division (1)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (1)(1) and (J)(1) of O.R.C. Section 3517.13."
 - C. All O.R.C. provisions are available at codes.ohio.gov/orc.
 - D. Conflicts of interest and Ethics compliance. "No personnel of VIT or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, will, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, will immediately disclose his or her interest to other party in writing. Thereafter, he or she will not participate in any action affecting the work under this Agreement, unless the other party will determine in its sole

discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest."

E. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization:

"VIT hereby represents and warrants to The University of Toledo that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the 'Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.' VIT further represents and warrants that it has provided or will provide such to The University of Toledo prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* VIT will immediately repay to The University of Toledo any funds paid under this Agreement."

5. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58) By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of The University of Toledo or VIT for the purpose of obtaining this or any other agreement or purchase order from The University of Toledo/VIT and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.
6. Clery Act. The University of Toledo Police Department is required by a federal law known as the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") to report specific crime information in certain circumstances. If this Agreement for the exchange of students requires specific crime information be reported, The University of Toledo will send a notice to VIT.
7. Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and will be deemed given when mailed postage prepaid by postal service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

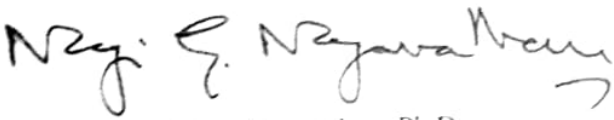
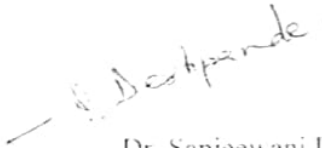
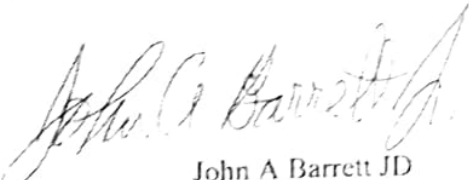

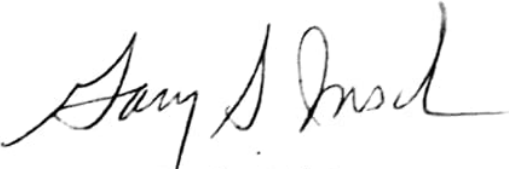
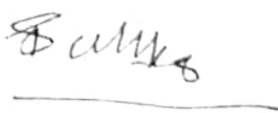
To University: The University of Toledo
College of Business and Innovation
Attn: Dean
2801 W. Bancroft Street, MS#103
Toledo, Ohio 43606

To VIT: Vidyalankar Institute of Technology
c/o Vidyalankar Dnyanapeeth Trust
Pearl Centre
Senapati Bapat Marg
Dadar (W)
Mumbai 400 028
India

8. Use of logos, etc. Neither the home nor the host institution may use any identifying marks of the other without the express written permission of the other party.
9. Equal Opportunity. Both VIT and The University of Toledo subscribe to a policy of equal opportunity and will not discriminate on the basis of race, color, religion, sex, age, ancestry, national origin, sexual orientation, gender identity and expression, military or veteran status, the presence of a disability, genetic information, familial status, political affiliation and participation in protected activities.
10. Authoritative Version. The English version of this Agreement will be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version will control.
11. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement will be deemed severed from this Agreement and the validity of the remainder of this Agreement will not be affected thereby.
12. Whole Agreement and Amendments. This Agreement contains the entire agreement between the parties hereto and will not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement, and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

13. **Dispute Resolution.** Prior to either party filing any lawsuits, the parties agree to first meet and attempt to resolve the issue amicably. A committee will be created and comprised of one member from each institution, designated by the Chairperson of VDI and Dean of UT's College of Business.
14. **Choice of law.** This Agreement will be interpreted in accordance with the laws of the state of Ohio applicable to agreements made and to be performed entirely within the state of Ohio, without giving any effect to any conflicts or choice of laws principles. Any action or proceeding against either Party hereto relating in any way to this Agreement or the subject matter hereof will be brought and enforced exclusively in the competent courts of Ohio, and the Parties hereto consent to the exclusive jurisdiction of such courts.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of 7th July 2015 (the "Effective Date").

The University of Toledo	Vidyalankar Institute of Technology
 Nagi Naganathan, Ph.D., Interim President	 Dr. Sanjeevani Deshpande, Chairperson, Vidyalankar Dnyanapeeth Trust
 John A Barrett JD Interim Provost and Executive Vice President of Academic Affairs	 Ravindra R. Nadkarni Dean (Academics)
 Gary Insch Ph.D. Dean, College of Business and Innovation	 Dr. S. A. Patekar Principal, Vidyalankar Institute of Technology

Tejas

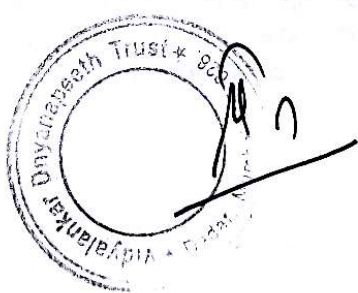
MEMORANDUM OF UNDERSTANDING

This agreement is made between Verve Investments and Finance Pvt.Ltd. a Company registered under the Indian Companies Act, 1956 having its office at 701,B wing, Ameya House, J.P.Road, Andheri (West),Mumbai 400058 (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns), hereinafter called as 'Verve' AND Vidyalankar Institute of Technology (VIT) an institution governed by the Vidyalankar DnyanapeethTrust (VDT) (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Trustees for the time being ,administrators successors and assigns), hereinafter called as 'VIT', on this day 20th March of 2014.

The understanding is framed on the following guidelines between the two parties mentioned.

- 1.1 On any specific requirement of dedicated lab infrastructure for imparting practical training in the field of Telecommunication technology, (hereinafter referred to as the 'Lab') Verve agrees to put up the same in the space provided by VIT.
- 1.2 Each of the parties shall appoint a co-coordinator for all technical and business matters.
- 1.3 The coordinators shall maintain accessible communication channels for all business and technical matters relating to the operation of the Lab.
- 1.4 VIT's coordinator will determine adequacy, acceptability and fitness of the service rendered by VERVE. If VIT's coordinator finds the performance of VERVE inadequate, both the coordinators will step up focus and ensure service levels to meet expected norms.
- 1.5 In the event of conflict between the two parties on the terms and conditions of this agreement the coordinators will resolve the conflict for mutual benefits of both the parties.
- 1.6 Both the parties shall base any alteration and/or modification and/or amendment to this agreement on acceptance mutually in writing which will form an addendum to this MoU.

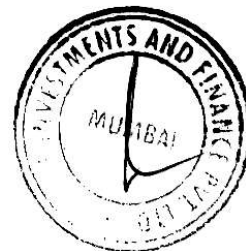
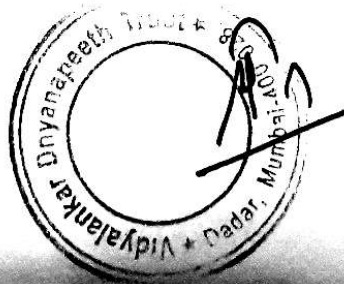
Co-ordinator Anam
VERVE Sdte.



Now therefore this memorandum of understanding witnesseth and it is agreed by and between the parties hereto as under:

1. TERMS

- i. Verve will invest 100% on the Hardware Equipments to be supplied by Tejas Networks Networks Ltd. (hereinafter referred to as Tejas Networks) for the Training Lab to be set up in the premises provided by VIT. These equipments will remain the sole property of the Verve..
- ii. No rent will be charged on the training center by VIT for use of the premises and facilities provided to the Training center
- iii. There will be no encumbrance of whatsoever on VIT or will VIT be responsible for any dues for these equipments purchased from Tejas Networks Limited by Verve. VIT is not liable for any loss or damage to the equipment in the Lab provided by Verve or Tejas Networks Limited.
- iv. VIT will use this lab for conducting training in the Lab. This training would however be under the guidance of trained instructors of the college who are trained by the Lab to handle or use these equipments. This training to the instructors will be provided free of cost for 3 such instructors assigned by the college.
- v. There will be no training programs conducted by Verve or Tejas Networks Limited for outside students or corporate customers without prior written approval from VIT.
- vi. These equipments will be installed in the Lab wherein VIT agrees to provide adequate space to accommodate the class room and the Lab. VIT may assign more than one class room for such training programs if the number of students cannot be accommodated in a single class room.
- vii. VIT will be responsible for setting up the aesthetics of the class room and provide sufficient power supply for connecting the equipments, providing anti-static floor on a minimum area of 100 sq.ft. for placing the Lab equipments, providing sufficient computers/laptops for the students, local networking or Wi-Fi and providing a good Server for hosting the software and contents. The Server can be a Single Server with sufficient storage capacity or multiple servers.
- viii. Verve will float Value Added Courses for VIT students on mutually agreed terms for each Value Added Course.
- ix. The Trainers will be organized by Verve and they will be TSSC certified for conducting the TSSC training program. However for PG courses the trainers may or may not be TSSC certified as the PG courses will not be TSSC approved.



x. VIT will do sufficient promotion of this training program to get sufficient number of students along with Tejas Networks and the Training LAB. However marketing support such as soft copies of Brochures, hard copies of brochures will be provided by the Verve through Tejas Networks Ltd. Study materials in soft and hard copies will be provided by the Verve to the Students.

xi. An audit every quarter will be conducted by the team of Tejas Networks and Verve to assess the feasibility of operation, quality of training and progress of the students. TSSC will conduct the reviews and Examinations to certify the students.

xii. Verve will have rights to withdraw and terminate this program if they do not find sufficient students and VIT shall also have rights to terminate this contract if they find that this program does not align with its organizational objectives after a period of six months of launching the training program and neither parties will claim for any loss caused to them by this association from the other.

xiii. This agreement shall become effective upon the date of execution of this agreement for a term of One Year, that is until the date 19th March 2015. Either party may terminate this agreement at anytime upon 60 days prior written notice to the party.

2.0 GENERAL PROVISIONS

2.1 Both parties, in the execution of this Agreement, agree to comply and do all the things necessary to comply with all applicable laws, regulations and all ordinances in India..

3.0 APPLICABLE LAW

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws in India.

4.0 COUNTERPARTS

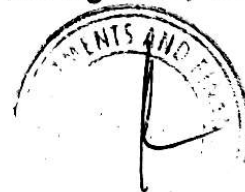
This agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

5.0 SEVERABILITY

If any part of this agreement is determined to be invalid, the remaining paragraphs shall survive as the entire agreement.

6.0 AMENDMENT

Any amendment to this Agreement shall be in writing and signed by both the parties.



7.0 ARBITRATION

7.1 Any dispute which may arise between the parties in connection with the interpretation of this agreement for the rights or obligations of either party hereunder or with the validity or enforceability hereof which is not settled to the mutual satisfaction of the parties within 30 days or such longer period as may be mutually agreed upon of the date either party informs the other in writing that such a dispute exists, shall be referred to a single arbitrator, whose decision shall be in writing and be final in all respects. The arbitrator shall be appointed by mutual consensus .the arbitration shall take place in Mumbai and will be conducted in the English language.

8.0 FORCE MAJEURE

Neither of the parties shall be held responsible for any delay or failure in performance hereunder caused by fire, strikes of third party's personnel, embargoes, requirements imposed by governmental, civil or military authorities, acts of god or public enemy or other similar causes beyond such party's reasonable control without fault or negligence.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the authorized representatives on the day and year first above written.

For VERVE INVESTMENTS AND
FINANCE PVT.LTD.



Shri. Jayant N.Salian
(DIRECTOR)

In the presence of

- i. 
- ii. 

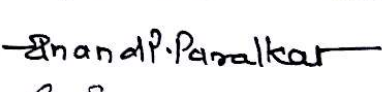



For VIT



Shri. Milind Tadvalkar
(TRUSTEE, VDT)

In the presence of

- i. 
- ii. 



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day, the 31st of December, 2015 between:

Vidyalankar Inst. of Technology, having its office located at Vidyalankar Educational Campus, Vidyalankar College Road, Wadala (E), Mumbai, Maharashtra 400037 (hereinafter referred to as "VIT" which expression shall include its representatives, successors and assignees) of one part

AND

Eduvance, the educational arm of Vanmat Technologies Pvt. Ltd. having its registered office located at 202 Mary Anne Heights, Santacruz (East), Mumbai 400055, (hereinafter referred to as "Eduvance" which expression shall include its representatives, successors and assignees) of other part.

VIT and Eduvance are jointly referred to as 'Parties' in this MOU.

WHEREAS: VIT would like to offer Value Added Programs at its premises whilst engaging the services offered by Eduvance.

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

OBJECTIVE AND SCOPE OF WORK

EDUVANCE RESPONSIBILITIES

1. Conduct various short-term and long term value added programs (VAP) for students and faculty at VIT as enlisted in Annexure 1 as per the requirement and at the request of VIT.
2. On request of VIT, Eduvance will setup labs at VIT for technology enhancement as per Annexure 2.
3. Eduvance will work with VIT to acquire maximum points for NBA accreditation as per Annexure 3.

VIT RESPONSIBILITIES

1. Assign Shrikant Velankar (Faculty Member) as a point of contact to act as a liaison with Eduvance for coordination of Eduvance's responsibilities.
2. Provide space and lab infrastructure to Eduvance for conduction and completion of the VAP.
3. VIT would provide space outside the lab for a name board/placard (supplied by donating/facilitating companies) for recognizing companies that have donated the equipment and Eduvance that has facilitated

the donation. VIT would put up the placard and posters within one week of receiving the donation and inform Eduvance.

4. VIT will pay Eduvance the training fees pertaining to the various VAP that will be conducted at VIT's premises.

a. The training fees will vary from course to course specified in Annexure 1 and will exclude the applicable taxes as per government norms.

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 conditions as may be agreed between the 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.

NOTICES

- Notices 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.

CEO
Eduvance
Vanmat Technologies Pvt. Ltd.
A 202 Mary Anne Heights,
3rd Golibar Road,
Santacruz (East), Mumbai 400055
Ph.No.: +91-9820749235

Chief Academic Officer
VIT
Vidyalankar Educational 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.

SIGNATURES

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

For VIT

Signature: _____

Name: _____

Title: _____

Date: _____



[Handwritten Signature]

SHRIKANT VELANKAR

Chief Academic Officer, VIT

31/12/2015

For VANMAT

Signature: _____

Name: _____

Title: _____

Date: _____



[Handwritten Signature]

DR. JONATHAN JOSHI

C.E.O, Eduvance

31/12/2015

ANNEXURE 1- Various Value Added Programs at VIT

- Embedded Systems using ARM
 - Basic Level – Price Rs. 3000
 - Intermediate Level – Rs. 3500
- Cypress PSoC – Rs. 3500
- FPGA Design - Rs. 8000
- VLSI Design – Rs. 8000
- PCB Design - Rs. 5000
- Internet of Things – Rs. 5000
- Python Programming and Raspberry Pi – Rs. 6500
- Cloud Computing – Rs. 8000
- C Programming – Rs. 4000
- Java – Rs. 4500
- Matlab – Rs. 5000
- Labview – Rs. 5000

Pricing for each course can be revised for each academic year in discussion with VIT

ANNEXURE 2- Eduvance labs and activities at VIT

- Eduvance will setup the following labs at no cost for VIT
 - Cypress Semiconductors PSoC Lab
 - 10 PSoC4M 044 Kits
 - 5 PSoC 4 BLE Kits
 - 2 PSoC 5 050 Kits
 - ARM Embedded Systems Lab
 - 100 Keil MDK Pro licenses donated by ARM University program
 - Internet of Things (IOT) Lab
 - Eduvance will setup a 5 Node IOT Lab with an open source Phant server
 - VIT will supply the lab with basic routers and a PC that will act as a server
- Eduvance will conduct one certificate training program per year for all faculty members of VIT at no cost.

ANNEXURE 3 – NBA related activities that Eduvance can help with

By collaborating with Eduvance, VIT will also get benefits in NBA accreditation points as listed

- Increase in industry-institute interaction
- Industry Sponsored Lab
- Delivery of content beyond syllabus
- Quality of projects
- Industry internship
 - Eduvance will provide internships to a minimum of 2 students from VIT each year
- Innovation in teaching and learning
 - Eduvance will collaborate with VIT towards the implementation of innovate teaching methods that it develops.
- Faculty development & training
- Faculty research & development
 - Eduvance will work with faculty members at VIT (depending on available resources) towards research on various topics that Eduvance possesses an expertise in.
- Visiting faculty
 - Eduvance will send its employees to deliver guest lectures at VIT depending on resources available

Faculty Training Completion

10th March, 2016

To,
Mr. Shrikant Velankar
Chief Academic Officer,
Vidyalankar Institute of Technology

Respected Sir,

This letter is to confirm the completion of the Two-day Faculty Development Program on Embedded Systems held at Vidyalankar Institute of Technology on 8th and 9th of March 2106. Please find below the list of faculty candidates who have completed the training program.

Name	Department	Name	Department
Shrikant Velankar	Electronics Engineering	Satendra Mane	Electronics & Telecom.
Girish Gidaye	Electronics Engineering	Atul Oak	Electronics & Telecom.
Dr. Varsha Turkar	Electronics Engineering	Ashish Shekhar	Electronics & Telecom.
Manoj Suryavanshi	Electronics Engineering	Prathamesh Indulkar	Electronics & Telecom.
Sunil Kavatkar	Electronics Engineering	Anuradha Joshi	Electronics & Telecom.
Nayana Mahajan	Electronics Engineering	Deepti Punjabi	Electronics & Telecom.
Supriya Mangalpalli	Electronics Engineering	Snehal Chothe	Electronics & Telecom.

Please note that it will take an approximate time of 4-5 weeks for Cypress Semiconductors University Alliance to issue the certificates to the candidates.

Thanks and regards,



Dr. Jonathan Joshi
Chief Executive Officer
Eduvance (Vanmat Tech. Pvt. Ltd)

Department of Biomedical Engineering

GE Healthcare-VIT Centre for Academic Excellence

COLLABORATION AGREEMENT

Between

Wipro GE Healthcare Private Limited

And

Vidyalankar Institute of Technology

Original copy - with Biomedical Department, Photocopy - With Principal office & With Trust office



राष्ट्र MAHARASHTRA

2018

TC 974617

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

श्रीमती. एस. वि. 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

Page | 1



Proprietary and Confidential

- 2 MAY 2018

जोडपत्र-9 Annexure - 1

पुण्या प्रतिष्ठानासाठी Only for Affidavit

Vidyalankar Institute of Tech

मुद्रांक विकत घेणाऱ्याचे नाव

Vidyalankar Educational C

मुद्रांक विकत घेणारे रहिवासी पत्ता

Vidyalankar Marg, Wada

मुद्रांक विकतबाबतची नोंद वही अनु. क्रमांक

267

दिनांक

Mumbai-400037

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक विक्रीकृत्याची राहणी

परवाना क्रमांक : ८००००२४

मुद्रांक विक्रीकृत्याचा पत्ता : दि. १९/०९/२००९ मेट्रोपोलिटन नोजिस्ट्रेटस कोर्टस् वर असोसिएशन
एस्टाब्लिशमेंट कोर्ट, महापत्तिका मार्ग, मुंबई - ४०० ००९.

शासकरीय कार्यालयसमोर/न्यायालयसमोर प्रतिआपत्र सादर करणेसाठी मुद्रांक
कागदाची आवश्यकता नाही. (गटान आदेश दि. ०९/०९/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच दारणासाठी मुद्रांक खरेदी
केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

राष्ट्र MA

Vidyalankar
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राज्य MAHARASHTRA

2018

TC 974617

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००२४

17 APR 2018

सक्षम अधिकारी

श्रीमती. एस. वि. 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

Page | 1



Proprietary and Confidential

Institute of
Education
at Marg, W
Mumbai-400
राजी
वैदिक
००९.
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क खरेदी



राष्ट्र 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

- A. 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;
- B. VIT is a pioneering institution in the field of education;



Technology
Campus,
Vellore (E),

- 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;



- 1.3 **"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;
- 1.4 **"Collaboration"** shall have the meaning as set out in Recital C;
- 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;

SCOPE OF THE AGREEMENT

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. 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:

- a) 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;
- b) Identifying key learning objectives and competencies achieved for each Course;
- c) Developing trainer's and Participant's manuals for each of the Courses;
- d) Developing lecture aids like simulations, role play, case study etc. wherever applicable; and
- e) 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:
- a) Identify HCI and layout design as per mutual agreement between the parties;
 - b) 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;
 - c) 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



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 HCl) 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 HCl, the Parties shall continue to perform their obligations under the Agreement with respect to the other HCl's 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 any 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.

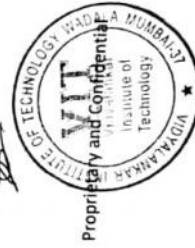
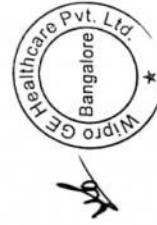
14.3 The termination or expiration of this Agreement shall not in any way affect the rights and obligations of the Parties under the following clauses, all of which survive termination: Clause 8 (Confidentiality and Use Restriction), 9 (Intellectual Property), 14 (Consequences of Termination), 15 (Liability 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 Courses to Participants shall have a material adverse effect on the business of offering training 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 WIT 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:

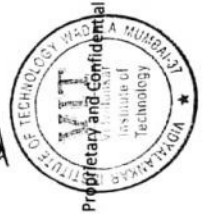
Attention:

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.)

Modality	Description	Mode of delivery
Anesthesia Ventilator/Monitor	<ol style="list-style-type: none"> 1. Module 1- product overview 2. Equipment operation 3. System operational lab and Dismantling Lab 4. Installation 5. Check out procedure 6. Preventive maintenance - PMS procedure (cleaning & disinfection) 7. Calibration Lab 8. Service parts – Introduction 9. Corrective maintenance – troubleshooting 	<p>Classroom</p> <p>Classroom</p> <p>Classroom/ Simulator</p> <p>Classroom</p> <p>Classroom/ Simulator</p> <p>Classroom</p> <p>Classroom/ Simulator</p> <p>Classroom/ Simulator</p> <p>Classroom/ Simulator</p>

6	CT	3. Trouble Shooting	Technology Center (access to machine needed)
		4. Radiation Safety and Guidelines	Classroom
		5. Quality Control	Classroom
		6. Site Planning and Installation	Simulator
		1. Introduction to CT	Classroom
		2. Radiation Safety and Dose	Classroom + Technology Center
		3. Regulatory Requirements and Approvals	Classroom
		4. Specific Site Planning and Installation	Classroom
		5. Basic Scanning & Quality Assurance	Classroom
		6. Recent Developments in CT	Simulator
7	Ultrasound (Subject to PNDT Approval)	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	Classroom
		12. On watch Proactive Service	Simulator
		13. Part Identification	Classroom
		14. Basic Models of CT	Simulator
		15. Factors Affecting Image & Dose	Classroom
		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/Simulator
		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



Proprietary and Confidential

7-8	MRI	9. Corrective maintenance – troubleshooting	Classroom/ Simulator
		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	Classroom
		8. Function of each boards / Parts	Simulation Bay
		9. PM Procedures	Simulator
		10. On Watch Proactive Service	Classroom
		11. Basic Models of MR	Classroom
		12. Factors Affecting Image Quality	Simulator
		13. Software Packages	Classroom
		14. Understanding Image annotation	Classroom
		15. System Block Diagram	Simulator
		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

(Signature)



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)

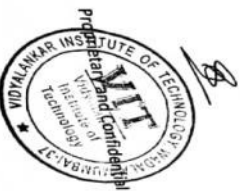
*These equipment (except AW server) will be not for operational/clinical use but for explanation of components of the machines which is needed for the trainings



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



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NON-DISCLOSURE AGREEMENT

GE Entity (hereinafter "GE")

(GE Entity), Wipro GE Healthcare Private Limited
Address: No.4 Kadugodi Industrial Area, Whitefield, Bangalore, Karnataka
560067, India.

Other Party (hereinafter "Vijalankar Institute of Technology")
(Other Party Name) Vijalankar Institute of Technology

Address: Vijalankar 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 performance specifications, production volumes, and production schedules which are owned, drawings, photographs, models, mock-ups, and design and performance specifications, inventions, unreleased software applications, methodologies and other know-how, 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, by visual display or orally, shall be considered to be 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 (i) 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.

Vijalankar 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 disclosed under this Agreement; or (e) Information which the Recipient notifies the Discloser without reference to the material comprising the 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 generated 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) Manu Setia

Title Executive - Education Solutions and Customer Engagement



Signed for and on behalf of Vidyanakar Institute of Technology

Signature



Name (capitals) Dr. S. A. Palekar

Title Principal

