

## Memorandum of Understanding

This Memorandum of Understanding is entered on 09/07/2021 ("Effective Date") by and between **Edunet Foundation** having its office at A-11- 1105, Arcadia South City 2, Gurgaon 122018, India (hereinafter referred to as "Edunet"); and,

JSPM's Bhivarabai Sawant Institute of Technology & Research, Wagholi, Pune. having its address

JSPM'S BSIOTR (hereinafter referred to as "Institution").

Whereas, Edunet is a non-profit organization with multiple programs, sponsored by government and corporate entities, that are offered free to learners across the education spectrum, including but not limited to the Tech Saksham Program ([www.techsaksham.org](http://www.techsaksham.org)) and SkillsBuild ([www.skillsbuild.org](http://www.skillsbuild.org)).

Whereas, Institution is a premier institution with the following details:

Established (year):	2009
Recognition, NAAC rating, ranking:	B++
Vision:	To bridge the Gap between Industry & Academic

And whereas, the Parties seek to collaborate with each other to mutually complement their synergies and to jointly work on building capacity of learners through one or more of the programs managed by Edunet.

Now therefore, this **Memorandum of Understanding** (hereinafter called "MOU")witnesses the following.

- 1. Term and termination:** This MOU is valid for an initial term of 5 years from the Effective Date. It can be extended by further periods, as agreed to by the Parties from time to time. Either Party may terminate this MOU by giving the other minimum 30 days' notice. The MOU will be deemed terminated at the end of the notice period or after completing all ongoing activities so that the beneficiaries (learners and teachers) are not negatively impacted, whichever is later.
- 2. Non-binding nature of this MOU:** The MOU is not binding on either Party and each is working with the other out of sheer good-will and for the benefit of the learners.
- 3. Each Party is responsible for its own costs:** Both the Institution and Edunet will independently manage their cost towards fulfilment of obligations under this MOU.
- 4. Single Point of Contact (SPOC) for program co-ordination:** Both the Parties shall appoint a suitable person who will serve as a single of contact on all matters related to program rollout. Individual learners and teachers may be in touch with corresponding trainers, mentors, advisors and peers during program rollout but all matters related to the execution of this MOU shall reside with the SPOC.
- 5. Society for Inclusive Education (SIE):** This is a student led initiative managed and supported by Edunet, that seeks to provide ubiquitous high quality learning opportunities to underserved communities through government and private schools/colleges around India. The Institute will set up a chapter of Society for Inclusive Education on its campus. This chapter will make Edunet programs available to local

underserved institutions and/or student communities through community work, classroom sessions, fund raisers to purchase equipment and free learning platforms. Office bearers will be chosen by the Institute in the first year. They may be either nominated or elected second years. The SIE chapter will have members from within the local student community who are willing contribute some time towards betterment of society. All members of SIE chapter at the Institution will be issued with appropriate certification that will help them meet their CAS/Community Work/SUPW requirements.

6. **Program Calendar:** The SPOCs from both Parties will work with their respective internal stakeholders to develop a calendar for the program(s) rollout at the start of every quarter. This calendar will then be synchronized and published for use by everyone.

7. **Responsibilities of Edunet and/or its program sponsors/partners:**

- a. **Orientation sessions:** Edunet will conduct orientation sessions for learners and educators, at a mutually agreed schedule, to onboard them onto the program(s).
- b. **Program materials:** Edunet will share all program materials with the institution and/or learners as required. All sharing will be online and/or through electronic media.
- c. **Face to face, instructor led sessions:** For learners in the Tech Saksham Program, face to face ILT sessions will be organized on campus and will be delivered by Edunet Trainers to program beneficiaries
- d. **Online instructor led sessions:** These sessions may take the form of webinars or mentoring workshops or technology bootcamps or innovation camps or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regular as per a regular calendar, published online and will be conducted by Edunet team members or program sponsors or external stakeholders as appropriate.
- e. **Interaction with Industry experts:** Edunet will bring industry experts to the Institute to drive engagements with students through seminars/webinars or project mentorship.
- f. **Online platform availability:** Online platforms for each of the programs of interest to the Institution will be made available to it. Links for these platforms will be made available to the Institution in a timely manner
- g. **Assessments:** Edunet will conduct assessments, as required, for its programs prior to certification by Edunet and/or its industry partners and/or participating government agencies.
- h. **For programs with career paths:** Edunet will provide linkages with local and regional industry, government and the local start-up ecosystem (incubators etc) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classrooms sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
- i. **SIE support:** Edunet will support the SIE chapter in the Institute with all support required. A separate program manual and guidelines will be sent to the SPOC.
- j. **Updates:** Edunet will keep Institution management updated with the progress of the program(s)

8. **Responsibilities of Institution:**

- a. **Learner identification:** Institute will identify learners, volunteers and instructors who may participate in one or more programs offered by Edunet.
- b. **Support with orientation sessions:** Institute will support Edunet conduct orientation sessions for all stakeholders.
- c. **Publication of program calendars and goals:** Institute will publish, on a quarterly basis, a program calendar for all its participants.
- d. **Support with computers labs and classrooms:** Institute will make its labs available to learners. It will make classrooms and/or audio-visual equipment available for face to face sessions, whenever required.
- e. **Support with attendance:** Institute will ensure that program participants enthusiastically

- participate in chosen programs, with minimum attendance as agreed between the Parties.
- f. **Support with assessments:** Institute will ensure that assessments carried onsite are proctored and professionally managed.
- g. **SIE chapter:** The Institute will support the SIE chapter, led by its students, to the extent possible.
- h. **No fees:** Institute will not charge any extra fees from learners for participation in Edunet programs.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the Effective Date.

For Institution **JSPM'S RSJOTR**  
**Dr. T.K. Nagaraj**

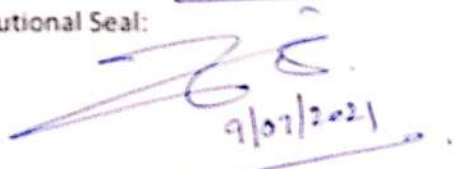
For Edunet Foundation

**Neeraj**

Name:

Designation:

Institutional Seal:

**Principal**  
  
 9/07/2021

Name: NEERAJ BAGGA

Designation: TRUSTEE



**PRINCIPAL**  
**Jayawant Shikshan Prasarak Mandali's**  
**Bhivarabai Sawant Institute of**  
**Technology & Research**  
**Wagholi, Pune-412207**





# Radiant IT Services Pvt. Ltd.

Office No. 1A, 4<sup>th</sup> Floor "A" Building, Kolte Patil Downtown,  
City Vista, Fountain Road Opp. Victorious Kids School, Kharadi,  
Pune - 411014. Phone No: - +91 8484038093  
GST no:-27AAKCR1034L1Z8

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into on this 19th of February, 2021  
between

**Radiant IT Services PVT. LTD.**, having its office at Office No. 1A, 4th Floor, "A"  
Building Kolte Patil Downtown City Vista, Fountain Road, opp. Victorious Kids School,  
Kharadi, Pune, Maharashtra 411014)

(Referred as Radiant IT Services Pvt. Ltd. )

And

**JSPM's BHIVARABAI SAWANT INSTITUTE OF TECHNOLOGY & RESEARCH**  
Gate No. 720,1 & 2, Nagar Road, Wagholi, Pune, Maharashtra 412207

(Referred as JSPM's BSIOTR), for the purpose of

1. Enhancing the quality of Engineering Education being imparted to the students
2. Promotion of Industry Institute Interaction-Cell and R&D activities (including interdisciplinary activities) in the institute (JSPM's BSIOTR).
3. Industry supported lab establishment.

### **OBJECTIVES:**

- A. MOU is for the purpose of enriching and enhancing technical education in advanced subject areas related to Computer, IT. MOU will enhance the teaching-learning process being imparted to UG Engineering students so as to meet the industry needs and to be recognized globally.
- B. MOU is to promote Industry Institute Interaction, Research and Development activities amongst the students.
- C. MOU is to
  1. To provide the opportunity to UG/PG students of the JSPM's BSIOTR for internship of 2 to 6 months every year in order to update their technical skills.
  2. To provide the opportunity for placements or pre-placement offers to the candidates who are found suitable as per the needs eligibility requirements.
  3. To provide the training to students from the experts on recent technologies in **Radiant IT Services PVT. LTD.** Field to upgrade their knowledge.

Head office: - Kharadi



# Radiant IT Services Pvt. Ltd.

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City Vista, Fountain Road Opp. Victorious Kids School, Kharadi,  
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GST no:-27AAKCR1034L1Z8

4. To suggest some specialized courses on latest technologies to be inculcated in the Autonomy curriculum and can be implemented jointly at UG/PG level.
5. To carry out some research projects jointly with the help of the expert faculties available with JSPM's BSIOTR.
6. To establish the Centre of excellence to make JSPM students industry ready.
7. To allow use of JSPM's BSIOTR resources including infrastructure, equipment, facilities and domain expertise of faculty for joint research based projects.

## TERMS AND CONDITIONS:

### 1. RELATIONSHIP :

- 1.1 MOU is the collaboration between two parties for mutual benefit.
- 1.2 MOU stands valid for **Five years** from the date of agreement. The collaboration can be terminated from either side with a notice period of one month.
- 1.3 MOU will be renewed after 5 years depending on the performance and work satisfaction by both the parties.
- 1.4 Both parties shall work in synchronism to ensure the successful completion of collaboration.
- 1.5 Both the parties shall provide adequate support and facilities to the concerned students with mutual understanding.

### 2. OBLIGATION :

- 2.1 There shall be no obligation on any party to compensate the other in any manner or to make any claim.
- 2.2 Each party shall meet the expenses as mutually agreed.
- 2.3 Each party shall respect the others intellectual property (I.P.)
- 2.4 Both parties shall maintain confidentiality about any information.

### 3. LIMITATION :

- 3.1 Each party represents that they have full power and authority to enter into this MOU.
- 3.2 Each party shall ensure to work together with maturity.

### 4. CONDITION :

- 4.1 Both parties will designate a representative who will be the primary point of contact.

# Radiant IT Services Pvt. Ltd.

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City Vista, Fountain Road Opp. Victorious Kids School, Kharadi,  
Pune - 411014. Phone No: - +91 8484038093  
GST no:-27AAKCR1034L1Z8

- 4.2 Unless and until the parties agree there shall be no public announcement. Agreement has to be in the form of written approval.
- 4.3 Any dispute under this MOU will be settled at Pune through arbitration if necessary.
5. In written, where of both parties put their hard seal on the day, month and year herein mentioned.

## Party A

Authorized Official

Signature and Seal:



Name: Mr. Prabhu Kumar.

Title : Chief Executive Officer

Radiant IT Services Pvt. Ltd.

PUNE, Mobile No.- +91 80104110293

Email : [info@theradiantitsservices.com](mailto:info@theradiantitsservices.com)

  
Name: Mr. Ganesh Pinjan

Title : Sales & Training Co-ordinator

Radiant IT Services Pvt. Ltd.

PUNE, Mobile No.-+91 9766861473

Email : [ganesh@theradiantitsservices.com](mailto:ganesh@theradiantitsservices.com)

## Party B

Authorized Official

Signature and Seal :



Name: Dr. T. K. Nagaraj

Title: Principal

JSPM's BSIOTR Wagholi, Pune

Mobile No.- +91 9922914761

Email : [principal@jspmbiotr.edu.in](mailto:principal@jspmbiotr.edu.in)

Name: Prof. A.G. Baviskar

Title: Training and Placement Officer

JSPM's BSIOTR Wagholi, Pune

Mobile No.- +91 9970842072

Email : [tpo@jspmbiotr.edu.in](mailto:tpo@jspmbiotr.edu.in)





JAYAWANT SHIKSHAN PRASARAK MANDAL'S

# Bhivarabai Sawant Institute of Technology & Research



(Approved by AICTE New Delhi, DTE Mumbai & Affiliated to Savitribai Phule Pune University)

Accredited with B++ Grade by NAAC

Gat No. 719/1 & 2, Wagholi, Pune-Nagar Road, Pune-412207

Ph : 020-067335108, 65217050, 67335100

Telefax : 020-67335100

Website : [www.jspm.edu.in](http://www.jspm.edu.in) / [www.bsiotr.org](http://www.bsiotr.org)

EN 6311 / CEGP-013100

Prof. Dr. T. J. Sawant  
B.E. (Elec.) PGDM, Ph.D  
Founder Secretary

Dr. T.K. Nagaraj  
ME. (Civil Engg), Ph.D (Civil Engg)  
LMISTE, LMIGS, LMIRC  
LMISRMTT, LMIE  
Principal

NO. PTI/RTTC Pune(MOU) 14/20-21 Dated 10/9/2020  
RetNo. JSPM/BS207R/Admin/14441  
Dated: 10/09/2020.

## Memorandum of Understanding

Between



JSPM's Bhivarabai Sawant Institute of Technology & Research,  
Wagholi, Pune

And



Regional Telecom Training Centre,  
Bharat Sanchar Nigam Limited  
(A Government of India Enterprise)  
Plot No. 121/122, MIDC 'G' Block, Chinchwad, Pune - 411019



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Vision: - "To Satisfy the aspirations of the people, who want to lead the nation towards prosperity through techno-economic development."  
Mission: - "To provide, nurture and maintain high academic excellence, research and entrepreneurship for all aspiring students, which will prepare them to face global challenges maintaining high ethical and moral standards."



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Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207

The Regional Telecom Training Center, Pune (RTTC, BSNL, Pune) located in Chinchwad, Pune, is a unit of Bharat Sanchar Nigam Limited, a Government of India Enterprise. RTTC, Pune came into existence in the year 1995 under the academic control of Bharat Ratna Bhim Rao Ambedkar Institute of Telecom Training (BRBIAITT), Jabalpur. RTTC, Pune is responsible for imparting training in Telecommunication Technology to BSNL and Non BSNL organization. The cadres trained here are JTOs, SDEs, under Group B and JE/TTAs under Group C officers/officials of the Department and Engineering students etc.

This MoU between Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 and Regional Telecom Training Center, Pune assigns herewith on MoU Dated: 10 Sept 2020 by Principal Auth Signatory, on behalf of the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 and the Principal, RTTC Pune, on behalf of RTTC, Pune, for organizing the Training programs.

BSNL RTTC, Pune, proposes following courses:

1. Free Informative webinar / seminar / lecture on various latest telecom and management topics (online/offline)
2. Skill Development courses as per TSSC/NSDC (Free/Paid)
3. Vocational Training in Basic Telecom Technologies (VT-Basic)
4. Vocational Training in Advanced Telecom Technologies (VT-Advanced)
5. Industrial Visits to BSNL Telecom Infrastructure
6. Self-supporting Employability Enhancement Training Program (SSEETP)
7. Internship program
8. Major projects assistance
9. Faculty Development Program
10. Customized courses as per the requirements

Above training courses will be conducted subject to availability of trainers/other time to time constraints & on the basis of the following terms and conditions:

1) Areas of collaboration :

- a. To conduct training programs and 'hands-on' experience to the faculty and students of the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207.
- b. To organize exchange of know how between faculties of the college and the engineers/managers working in BSNL.

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- c. To organize industrial visits for students of Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 with mutual consent.
- d. To provide in-plant training to the students of Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 with mutual consent.
- e. To train the students to enhance their employability by conducting training programs to bridge the gap between academics and industry.
- f. To provide the link of BSNL RTTC Pune and information of the various training programs to be conducted by BSNL RTTC Pune on Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 website and their notice boards for information and wide publicity among students/faculties.

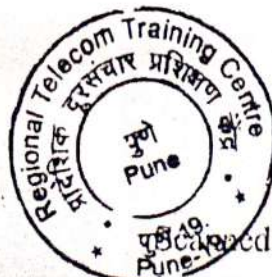
2) Mobilization and Selection :

- a. RTTC Pune has agreed to impart training on proposed Telecom Training Courses to Engineering students as per the terms and conditions of this MoU.
- b. Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 shall display notification on website & notice board and carry out the Selection of students for the training/s.
- c. Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 shall send a detail list of selected students to RTTC, Pune in the given format (also in soft copy), and one week prior to the commencement of the training.
- d. RTTC, Pune shall submit a course commencement letter prior to the commencement of the course.

3) Training Service Delivery:

a. Infrastructure –

- 1. RTTC, Pune shall conduct the course at its authorized training centers only.
- 2. RTTC, Pune shall ensure that the training centers should have the minimum facilities like good classrooms and other good facilities for conducting training.
- 3. For online training courses, RTTC Pune shall conduct online, live and interactive sessions through the subject matter experts.
- 4. In case of availability of the trainers / subject matter experts, training sessions may be conducted at the location of the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207. In such cases the training



infrastructure and accommodation for the trainers / subject matter expert trainers shall be provided by the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207.

b. Course Content -

1. RTTC, Pune shall develop latest syllabus and training materials based on requirement of industries and the relevant sectors & similar course being delivered to AICTE accredited colleges in India which would be based on practical interactive training. A copy of syllabus shall be submitted to Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 before commencement of first batch of training.
2. RTTC, Pune shall conduct the training/s only as per the course contents submitted to Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207. RTTC, Pune shall ensure that all trainers deputed by them have the relevant education, experience and skill set for conducting the proposed training/s.
3. RTTC, Pune shall arrange time to time industrial visits of Telecom installations during the tenure of training/s as per the syllabus of the course.
4. The SSEETP course shall have 3 certificates Silver, Gold & Platinum for 3 semester (5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup>) of BE (E&TC) students comprising of 56 weeks.

c. Attendance -

1. RTTC, Pune shall maintain the attendance of the candidates and the attendance data shall be submitted to the Skill Development Cell, Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207.
2. Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 shall take special efforts to ensure that each candidate is attending the training minimum 80%. Attendance records will be maintained by RTTC Pune in the physical registers and submitted to Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 if demanded.
3. RTTC, Pune will submit report to Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 about the candidates who are irregular after completion of the 10% of the total duration of training course, Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 will take the necessary action.

4) Monitoring and Evaluation of Training:



Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 may inspect the training programs randomly by deputing authorized persons and it is binding on RTTC, Pune to extend all support to Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 RTTC, Pune will rectify any shortcomings observed during the visits on an immediate basis, as per terms and conditions of this agreement.

**5) Assessment and Certification:**

- a. RTTC, Pune will conduct examination/Evaluation of the students and award the grade indicating completion of Training.
- b. RTTC, Pune shall provide certificates to the trained and successful candidates on last day or any convenient day of closing as agreed. The certificate should be provided in collaboration with Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207
- c. RTTC, Pune may conduct re-examination for the unsuccessful candidates to give them one more opportunity.

**6) Financial Terms and Conditions:**

- a) Fee Structure for the training courses is as per the Annexure 'A' of this MoU.
- b) Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 will submit the fees batch wise.
- c) Food charges (breakfast, lunch, evening snacks and dinner) to be paid directly to the mess contractor of the Hostel of RTTC Pune by the students. The allotment of the Hostel room is subject to availability.
- d) The contract may be extended to conduct more batches at different places, based on the mutual agreement and feasibility.
- e) The total training charges are to be paid within 5 days from the date of commencement of the training either through DD in favor of Accounts Officer (Cash), BSNL, Pune or through NEFT to an authorized account which will be provided after this agreement.
- f) No refund of fees for drop outs or if the trainee discontinue the training during training period within one module Silver/Gold/Platinum will be entertained.

**7) Reporting:**

- a. A comprehensive report (Attendance/Evaluation etc.) of the training shall be furnished by RTTC, Pune to Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207



- b. In Response Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 will submit the satisfaction report.

**8) Confidentiality:**

The parties agree to maintain the confidentiality and shall not disclose contents of this agreement to any third party or shall not use for any purpose (other than in connection with this MoU) any information relating to the other's business which is marked 'Confidential' or its clearly by its nature confidential without the disclosing party's written consent. Each of the parties may disclose the other's confidential information to the employees, agents, contractors and professional advisors on a need to know basis and to others having a legal right or duty to know that information

**9) Other Terms and Conditions:**

- a. This MoU is valid for 36 months from the date of signing of this MoU and the terms of MoU may be extended further with mutual consent.
- b. Any additional conditions regarding monitoring, assessment, evaluation and MIS etc. and other issues related to implementation will be worked out by Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 and Principal, RTTC, Pune in mutual agreement with each other. RTTC, Pune shall ensure that each candidate will submit an undertaking that he/she will abide by the rule and regulation of RTTC, Pune.
- c. Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 shall ask student to submit the duly attested documents of each candidate such as academic qualification certificate, Student Id, Passport size photographs (3 nos.), PAN driving license/adhaar card/voter id, etc.

**10) Resolution and Arbitration :**

- a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 and representative/s nominated by Principal, RTTC, Pune. The decision of the arbitration committee shall be binding on both the parties.
- b. No party shall be entitled to go to the 'Court of Law' except otherwise it is advised by the arbitration committee. However, In all such cases jurisdiction of court will be in Pune only.

**11) Force Majeure:**



- a. Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them or their agents/authorized representatives from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence.
- b. Any of the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 or RTTC, Pune faced with majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- c. Neither Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 nor RTTC, Pune shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. Each of the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 or RTTC, Pune shall make every effort to mitigate any losses suffered due to force majeure. If Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 or RTTC, Pune fails to make necessary efforts by which the losses caused due to force majeure can be mitigated then the other party shall have the right to terminate this Agreement.

12) Term and Termination:

This Agreement shall be effective from the date of execution and shall continue till entire period of this MoU and the same is duly accepted by the Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 under signature of its authorized signatories or unless terminated in accordance with the provisions of this agreement, whichever is earlier. Notwithstanding anything stated herein upon expiry or early termination of this agreement, all obligations of the Parties shall cease to be valid and enforceable.

13) Miscellaneous:

- a. Any modification/amendments to this agreement can only be made in written and signed by both parties subject to approval of the competent authority of BSNL.
- b. This agreement does not restrict either party from participating in similar activity with other private or public agencies, organizations and individuals.
- c. Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 and Principal RTTC, Pune will take the final decision whether to continue working on further project.



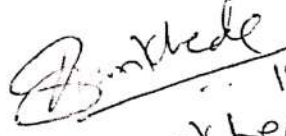
- d. Bhivarabai Sawant Institute of Technology and Research, Wagholi, Gat No. 720/2, Nagar Road, Wagholi, Pune, Maharashtra 412207 will issue separate work order for each course.
- e. The students, in reference with the MoU, must abide by the following rules in the campus of RTTC, BSNL, Pune :
1. The students staying in the hostel must abide by the rules and regulations of the hostel as may be framed from time to time.
  2. No student shall come into / give up / shift / alter the assigned accommodation in any room of residence or any lecture hall / lab in academic building / without prior written permission.
  3. In the event of loss of any personal property of a student due to theft, fire or any other cause the BSNL shall not bear any responsibility and shall not be liable for payment of any compensation.
  4. Students are prohibited from taking any undue or unlawful risk, which may cause heavy loss to somebody's life or his/her own life. In case of any such incident RTTC, BSNL, Pune shall not bear any responsibility for the accidents or the loss of life due to such prevented acts.
  5. The students / trainees are prohibited from behaving in any form of unlawful and unethical manner, like smoking, liquors, eve teasing, creating noise disturbing others, etc. in the campus of RTTC, BSNL, Pune. If found doing such unlawful and unethical activities, the training will be terminated for such students / trainees and no refund of training charges will be done.

Signed on Date: 10/9/2020

Signature: 

PRINCIPAL

J.S.P.M. Sawant Institute of Technology & Research  
Wagholi, Pune-412207  
Designation: Principal

Signature: 


Name: N.S. Wankhede

Designation: PRINCIPAL, RTTC, BSNL, PUNE

RTTC, BSNL, CHINCHWAD, PUNE

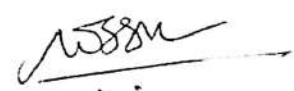
Witness:

Name: Dr. Anil L. Wankhede

Signature: 

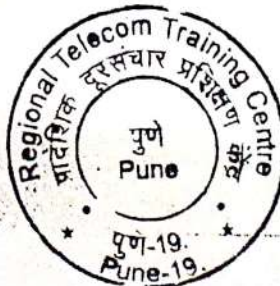
Designation: Dean Academics,  
BSIOTR, Pune.

Name: Nitin D. Bavaskar

Signature: 

Designation: उपमंडल अभिचंता (क्षे.द.प्र.के.)  
SDE (R.T.T.C.)  
भा.सं.नि.लि., क्षे.द.प्र.के.  
BSNL, R.T.T.C.,  
चिंचवड, पुणे - १९  
Chinchwad, Pune-19

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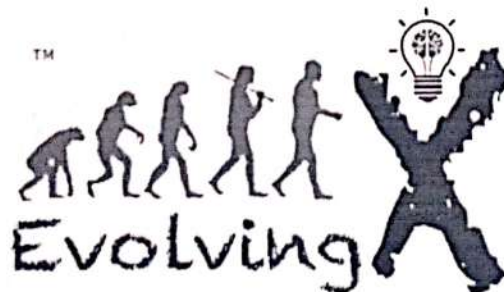
# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



JSPM & TSSM Group of Institutions  
**JSPM's Bhivarabai Sawant Institute of  
Technology and Research, Wagholi,  
Pune**

AND



**EVOLVINGX SERVICES (OPC) PRIVATE LIMITED**

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the First Day of October 2020 (01/10/2020)

## BETWEEN

**EvolvingX Services (OPC) Private Limited**, a company formed under the Companies Act, 2013, with its registered address at CS NO 3263/1/A, NEAR RAJWADA, KURUNDWAD SHIROL Kolhapur, Maharashtra, India – 416106, **(Operating from Pune, Maharashtra) the First Party** represented herein by its authorized signatory, CEO & Founder - Mr. Amol Purandar Nitave (**Name of Competent Authority / Representative**) (hereinafter referred as '**EvolvingX**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in- office, representatives, employees, administrators and assigns).

## AND

**JSPM's Bhivarabai Sawant Institute of Technology and Research, Wagholi, Pune, the Second Party**, and represented herein by its authorised signatory and representative **Dr. T. K. Nagraj, Principal** (hereinafter referred to as "**INSTITUTION**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, employees, representatives, administrators and assigns).

(**EvolvingX and INSTITUTION** are hereinafter jointly referred to as - "**Parties**")

## WHEREAS:

- A) EvolvingX is a **CAPACITY BUILDING & YOUTH EMPOWERMENT PARTNER** named: EvolvingX Services (OPC) Private Limited and is the subject matter expert in Training & Consulting - educational services.
- B) Both parties, **EvolvingX & INSTITUTION**, believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Empowerment Programs through Skill Based Training, Strategic Consultation, Education and Research.





- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) The **INSTITUTION** is engaged in Education, Skill Development, and R&D Services in the fields of **Higher & Technical Education, Management & Professional Courses, Employability, Entrepreneurship Development, and related fields**

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

**CLAUSE 1 CO-OPERATION**

1. Both Parties are united by common interests and objectives to empower youth / students, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institutions** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all non-confidential information that may be relevant to secure additional opportunities for one another. In case of exchange of confidential information being shared, the recipient(s) of such confidential information shall keep it protected like a reasonable and prudent man would for his own confidential information. Subject to a case-to-case basis prior written approval, **INSTITUTION** would arrange the logistics and pertinent operational expenses incurred for events/ interventions organised by **INSTITUTION**. It is recommended that **INSTITUTION** should use own infrastructure to reduce the operational expenses for any event (in-house) being hosted by **INSTITUTION**.
2. **EvolvingX & INSTITUTION's** co-operation will facilitate effective utilisation of the subject matter expertise of EvolvingX and intellectual capabilities of students at **INSTITUTION**, providing significant inputs in developing suitable



eco-systems, keeping in mind the needs of the industry, to the INSTITUTION.

3. The general terms of co-operation shall be governed by this MOU. Both Parties shall cooperate with each other and shall, as promptly as is reasonably and Financially practical, and in order to encapsulate a case-to-case basis understanding of such financially practical cooperation enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **CLAUSE 2 SCOPE OF THE MoU**

1. The budding graduates from INSTITUTION could play a key role in technological up-gradation, innovation and competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. **Skill Development Programs: EvolvingX** to train the students of INSTITUTION on the employability skills, entrepreneurship, emerging technologies, life skills, methodologies and soft-skills in order to bridge the skill gap and make them industry ready.
3. **Internships and Placement support to Students: EvolvingX** will help with Internship of students of the INSTITUTION Party, if required, as per AICTE internship Policy.
4. **Faculty Development Programs: EvolvingX** to train the Faculties of INSTITUTION for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.



5. **Guest Lectures: EvolvingX** to extend the necessary support to deliver guest lectures to the Students/Faculty of the **INSTITUTION** on the technology trends emerging technologies, life skills, methodologies, soft-skill and in house requirements.
6. **Research and Development:** Both Parties may carry out the joint research activities in the field pertaining to the scope mentioned above
7. **Strategy/Curriculum Design: EvolvingX** to give valuable inputs or facilitate to the **INSTITUTION** in teaching/training methodology and suitably customise the curriculum so that the students fit into the industrial scenario meaningfully.
8. **Industrial Training:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the **EvolvingX** to assist the Faculty and Students of the institution to involve in Industrial Training Programs for the **INSTITUTION**. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
9. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
10. The commercials and expenses will be subjective to the nature and scope of engagement, it will be dealt separately.

**Nature of activities:**

- A. **Type 1:** 'Completely Free for **INSTITUTION**', OR 'EvolvingX would arrange all expenses, if any'
- B. **Type 2:** 'Only Operational Expenses & Logistics for the **INSTITUTION**, if any' (Example: travel/stay/stationary/course material/venue set up, etc.)
- C. **Type 3:** 'All expenses would be arranged by the **INSTITUTION**' (Training cost, operations & logistics)



Both parties will decide on the nature of the intervention and commence once they mutually agree to it in writing prior to such intervention. In case of type 2 or 3, Both parties will have mutual consent on the commercial nature of the specific intervention and agree in writing (email, letter, notice, or any other digital medium) before commencing any commercial/non-commercial engagement pertaining to the scope of the MoU.

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 3.2 Both parties will respect each others Privacy and IPR Policies without any violation. In case of any violation of IPR, the MoU would be terminated immediately.

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms during **2nd October 2020 to 31st March 2023**, the **EvolvingX INSTITUTION**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **CAPACITY BUILDING & YOUTH EMPOWERMENT PARTNER**, the **EvolvingX** after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 Any divergence or difference derived from the interpretation or application of the



MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the EvolvingX. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kolhapur/Pune.

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

वैदिक इंजीनियरिंग & रिसर्च  
महाराष्ट्र शासन, मुंबई  
अनुसंधान & विकास विभाग  
मुंबई, महाराष्ट्र



**AGREED BY:**

For First Party

For Second Party

**Mr. Amol Nitave, CEO Evolving**  
Authorised Signatory (Name & Sign)

**Dr. T. K. Nagraj, Principal**  
Authorised Signatory (Name & Sign)



<b>EvolvingX Services (OPC) Pvt. Ltd.</b>	<b>JSPM's Bhivarabai Sawant Institute of Technology and Research, Wagholi, Pune</b>
Maharashtra (IND)	Maharashtra (IND)
+91 8087529663, 7822823839	+91 99229 14761
<a href="mailto:team.evolvingx@gmail.com">team.evolvingx@gmail.com</a> <a href="mailto:ceo.evolvingx@gmail.com">ceo.evolvingx@gmail.com</a>	<a href="mailto:principal@jspmbisotr.edu.in">principal@jspmbisotr.edu.in</a>
<a href="http://www.evolvingx.com">www.evolvingx.com</a>	<a href="http://www.jspm.edu.in/">http://www.jspm.edu.in/</a>

**PRINCIPAL**  
J.S.P.M.'S Bhivarabai Sawant Institute of Technology & Research  
Wagholi, Pune-412207

**Seal/stamp:**

First Party:

Second Party:



**Training & Placement Officer**  
J.S.P.M. Bhivarabai Sawant Institute  
of Technology & Research  
Wagholi, Pune-412207.

Signature of the witness

**Witness:**

Name: Prof. Amol Govinda Baviskar  
Designation: Training Placement Officer  
Email: [baviskar.amol06@gmail.com](mailto:baviskar.amol06@gmail.com)  
Mobile: 9970842072

