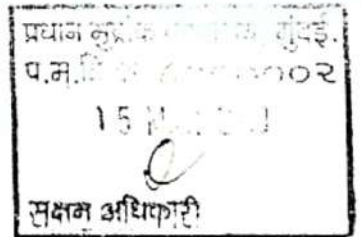




महाराष्ट्र MAHARASHTRA

2019

UW 286598



### MEMORANDUM OF UNDERSTANDING

श्री. सी. टी. आंबेकर

THIS AGREEMENT, entered into 20<sup>th</sup> day of March, 2019, by and between DEPARTMENT OF BIOCHEMISTRY, SIES COLLEGE OF ARTS, SCIENCE AND COMMERCE (AUTONOMOUS), THE FIRST PARTY hereby referred to as SIESASC and EXPERT NUTRACEUTICAL ADVOCACY COUNCIL, THE SECOND PARTY hereby referred to as ENAC.

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

WHERE AS:

- First Party is Higher Educational Institution named: SIES COLLEGE OF ARTS, SCIENCE AND COMMERCE (AUTONOMOUS),
- ENAC, the second party is engaged in skill development and in promoting education and research in the field of nutraceuticals and related fields
- ENAC, the Second Party is promoted by Mr. Sandeep Gupta.
- First party and Second Party believe that collaboration and co-operation between themselves will promote more effective use of each other's resources, and provide each of them with enhanced opportunities.
- The Parties intent to cooperate and focus their efforts on co-operation within area of Skill-based Training, Education and Research
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**CLAUSE 5 NONDISCRIMINATION:**

Either Party agree that no person shall on the grounds of race, color, national origin, gender, sexual orientation, or creed be excluded from participation under the terms of this agreement.

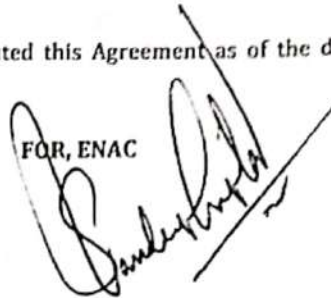
IN WITNESS THEREOF, SIESASC and ENAC have executed this Agreement as of the date first above written.

FOR, SIESASC



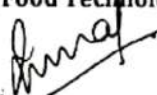
Dr. Deepali Kotheekar  
Head, Dept. of Biochemistry  
& Co-ordinator, Food Technology and Nutraceuticals

FOR, ENAC



Mr Sandeep Gupta  
Director, ENAC

Dr Uma Shankar  
Principal  
SIES College of Arts, Science and Commerce



In presence of witness:

Name : Dr Tara Meum  
Sign : Tara Meum  
Designation : Co.ordinator,  
Dept. of Biotechnology

Name : Mrs Gayatri Serigal  
Sign : Serigal  
Designation : HOD, Chemistry Dept.

Place : Mumbai

Date : 20/03/2019

In presence of witness:

Name : RANJITHA BALAKRISHNAN  
Sign : Ranjitha  
Designation : CHIEF MARKETING OFFICER

Name : SHARVARI DIXIT  
Sign : Sharvari  
Designation : Chief Marketing Officer

Place : Mumbai

Date : 20/03/2019





## Memorandum of Understanding

**Commencement Date:** the last date of signature **by both parties of this document being 9<sup>th</sup> March, 2019**

**Between SIES College of Arts, Science and Commerce**  
Jain Society, SIES Lane, Sion West, Mumbai – 400022

and

**Association of Chartered Certified Accountants**, incorporated by Royal Charter (number RC000732) of The Adelphi, 1–11 John Adam Street, London WC2N 6AU (“ACCA”)

### 1. Background

- 1.1. This Memorandum of Understanding (MOU) made between the SIES college of Arts, Science and Commerce and ACCA provides for the establishment of a mutual co-operation between these two institutions.
- 1.2. Recognising the value of promoting mutual co-operation for the advancement of their respective members and the accountancy and tax professions, SIES college of Arts, Science and Commerce and ACCA agree to the following terms as set out below.

### 2. Purpose

- 2.1. The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements. The purpose of this MoU is to explore opportunities for collaboration to their mutual benefit, to set out the respective roles and responsibilities of the Parties in working cooperatively to further each other's and their mutual interests.
- 2.2. No funding will be required from either Party except as mutually agreed from time to time. The Parties agree that all financial arrangements will be negotiated for each specific case prior to commencement of the activity and will depend on the availability of funds.

### 3. Duration and Termination

- 3.1. This MOU will be deemed to have come into force and effect on the Commencement Date and will continue for a period of three (3) years from that date. The parties agree to review this MOU annually. This MOU may be terminated at any time during its term by either ACCA or SIES college of Arts, Science and Commerce upon three (3) months' prior written notice to the other.
- 3.2. Either party may terminate ("Terminating Party") this MOU by immediate written notice to the other party in the event of an occurrence of any act, omission or conduct which is deemed by the Terminating Party, at all times acting reasonably, to undermine, jeopardise or damage the professional reputation of the Terminating Party.
- 3.3. This MOU may be amended upon the mutual written agreement of both parties.

### 4. Specific areas of co-operation

ACCA undertakes to work together with SIES college of Arts, Science and Commerce in the following areas:

- 4.1. Provide access to ACCA professional development and learning resources
- 4.2. Learning and development initiatives - e.g. competencies, skills and training mapping, etc.
- 4.3. Jointly develop strategies and marketing campaigns to promote the global collaboration between College and ACCA
- 4.4. Work collaboratively and carry out joint engagement and outreach to promote and create awareness about ACCA trainings, Qualification, ACCA-X, master's programme and other relevant trainings
- 4.5. Joint partnership programmes supporting the training and development of students to prepare them for successful careers in accountancy and finance;
- 4.6. Explore and create new pathways for students to further their education and enhance their careers in accountancy and finance;
- 4.7. Enhance the employability of students through capacity building initiatives;
- 4.8. Tap into one another's networks of professional and industry contacts to support the above objectives



## **5. Other areas of co-operation**

SIES college of Arts, Science and Commerce and ACCA will also explore other potential areas where co-operation would be of mutual benefit.

## **6. Confidentiality**

The parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority.

## **7. Anti-Bribery and Anti-Slavery Measures**

- 7.1. Each Party undertakes to the other to comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption and each other's respective anti-bribery and gift and hospitality policies (where applicable) as may be amended from time to time, copies of which will be provided on written request.
- 7.2. Each party shall ensure that it and any persons or subcontractors involved in the delivery of the objectives of this MOU shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- 7.3. Breach of this part 7 shall be deemed to be a material breach and in case either party breaches this part 7, the non-breaching party may terminate the MOU immediately by written notice.

## **8. Intellectual Property Rights**

- 8.1. All intellectual property content that is developed jointly by the Parties after the commencement of this MOU will be jointly owned by the Parties and subject to any other terms and conditions that will be worked out on a case-to-case basis, as may be agreed upon in writing.
- 8.2. Any intellectual property that is owned by either of the Parties, pre dating this agreement, and is exploited or modified under this MOU, will remain the sole property of that Party. It will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior permission and written consent of the intellectual property owner.
- 8.3. Use of logos, trademarks, intellectual property, copyright materials, etc. will be in accordance with each organisation's guidelines. Neither Party shall use, nor permit any person or entity to use the name, logo (or any variation thereof), intellectual property, copyright



materials, etc. of the other party without first obtaining the other Party's written consent.

## 9. Assignment

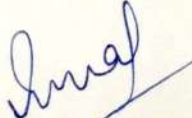
Unless this MOU expressly states otherwise, no right or obligation arising under this MOU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties.

## 10. Form of Understanding

10.1. This MOU outlines the areas of co-operation that have been agreed between SIES college of Arts, Science and Commerce and ACCA, however nothing in this MOU should be construed as creating legal obligations between the two parties, except for clauses 6 (Confidentiality), 7 (Anti-Bribery and Anti-Slavery Measures) and 8 (Intellectual Property). This MOU supersedes any previous agreement between the parties relating to its subject matter.

## 11. Good Faith

- 11.1. In entering into this MOU, the parties recognise that it is impractical to make provisions for every contingency that may arise during the course of the MOU.
- 11.2. Accordingly, the parties declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of anyone and if any dispute arises, the parties shall use commercially reasonable endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.



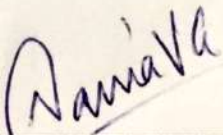
**Principal,**

SIES college of Arts, Science and Commerce  
SIES College of Arts, Science & Commerce  
Sion (West), Mumbai - 400 022.

Name: DR. UMA SHANKAR

Position: PRINCIPAL

Date: 9<sup>th</sup> March 2019



Signed for and on behalf of **Association of Chartered Certified Accountants**

Name: NAINA V G

Position:

REGIONAL MANAGER - WEST & CENTRAL

Date:

28/06/2019



**TRIZ Asia.**  
**SHORT FORM AGREEMENT ("SFA")**

**PART A – ENGAGEMENT DETAILS**

**1. Client Information**

"Client"	Client Billing Address
Name: <u>SIES College of Arts, Science &amp; Commerce</u>	Name: <u>(same)</u>
Address: <u>Jain Society, SIES Ln, Sion West, Mumbai, Maharashtra 400022</u>	Address: _____
Attn: <u>Dr. Uma Shankar</u>	Attn: _____
Phone: <u>022 - 24072729</u>	Phone: _____
Email: <u>umas@sies.edu.in</u>	Email: _____

**2. Engagement Designation** – TRIZ Asia ( TA ) – Faculty & Students Training on TRIZ Basic LEVEL

**3. Description of Engagement:** TRIZ Asia (TA) to engage with SIES College of Arts Science & Commerce Faculties to train them for the TRIZ BASIC LEVEL knowledge

**4. Scope of the engagement: .**

- Train the Faculties & Students for Basic Level of TRIZ knowledge

**4.1. TA Effort for the engagement**

- TA team would dedicate a maximum of 3 days ( 24hrs )for SIES College of Arts Science & Commerce.
- TA would allocate appropriate resources suitable for the task at hand, during the engagement.
- TA effort for the engagement would be onsite for the engagement

**4.3 .Out of Scope:**

Consulting. Hand holding, Facilitation of Projects, Detailed Substantiation, Patent filing, Prototyping & Implementation of the Projects executed.  
 International TRIZ Certification for the training imparted.

**5. Fees & Expenses.**

- a) **Fees.** In consideration for the delivery of the engagement, there would be a fixed fees of INR 84, 750. There would be a variable fees of INR 2,950 per participant attending the training. The client would collect the fees on behalf of the Faculties and pay TA 70% of its fees.
- b) **Taxes.** The Fees are exclusive of all sovereign, state and local sales, use, excise, privilege, payroll, occupational, value added and any other taxes, fees and/or duties of any kind applicable to the Services. GST would be applicable on the above fees mentioned.
- c) **Expenses:** Client will be responsible for any out-of-pocket expenses incurred by TA and/or TA's subcontractors during the performance of the Session. All the Logistical arrangements would be done by the client for the session.
- d) **Payment Terms.** TA will invoice Client for the Fixed fees, upon signing the contract. The invoice for the variable fees would be raised once the training commences, and we receive the actual count of the participants. All invoices will be payable in Indian currency by bank wire transfer to TA's account.

**6. Assumptions Related To The Services.** TA's performance of the Session is subject to and conditioned upon the following assumptions ("Assumptions"). In the event an Assumption identified below does not occur in the manner or timeframe shown, TA will not be responsible for any resulting delay in and/or



incompleteness.

- a) Client is responsible for providing and ensuring the committed and timely participation of all necessary Client and 3<sup>rd</sup> party resources (to the extent the same is under Client's reasonable control) that are required for delivery of the Session, including with respect to scheduling and attendance.
- b) Client is responsible for providing in a timely manner all relevant Client and 3<sup>rd</sup> party information, materials, and data (to the extent the same is under Client's reasonable control) that are required for delivery of the Session. Any information, materials, and data requested by TA must be provided by Client in accordance with a mutually agreed to schedule, or if no schedule is agreed to, then within a reasonable time following TA's request.
- c) TA may subcontract delivery of Session, or any portion thereof, to subcontractors of its choice, provided, however TA will at all times remain responsible to Client for performance of such Services.
- d) TA may require to involve its international partners for the delivery of the sessions or projects. This would be upon written permission from the client. A separate proposal would be sent for such an engagement if needed & upon SIES College of Arts Science & Commerce approval.
- e) The Sessions will be performed at a facility designated by the Client, unless otherwise specified herein. All required customary catering, facilities and technology resources for presenting the Session will be provided by Client, including conference/meeting rooms.

**7. Special Terms. Training Materials Printing.** Client will be responsible for printing the training materials required for the Workshop Session; TA will provide Client with an electronic version / Hard copy of the training materials to facilitate such production. Client's personnel attending the Session are the only authorized users of the supplied training materials. All training materials are TA's proprietary and confidential information and Client agrees to maintain their confidentiality in accordance with the confidentiality agreement in effect between the parties.

**A) Ownership of Content and Materials**

Any and all content and materials including but not limited to "The Licensed Materials" created, supplied, included, or provided by "TA" in connection with any course either before, during, or after the course shall be and remain the sole property of "TA". Without limiting the foregoing, the parties acknowledge and agree that any and all right, title, and interest (including copyrights and trademarks) in and to the lectures as originally presented and any recordings thereof as well as any training, study, or other materials provided (whether in print, via email, or other formats) are and shall remain the sole property of "TA".

The foregoing notwithstanding, "SIES College of Arts Science & Commerce" shall have a personal, nonexclusive, non-transferable, limited license to use and view such content and "The Licensed Materials" for purposes of preparing for and participating in the course and for studying and reviewing for any examination which is the subject of or is related to the course and otherwise in accordance with the terms and conditions set forth herein. "SIES College of Arts Science & Commerce" participating in the course may make copies of "The Licensed Materials" so provided by "TA" for his or her own personal use only. "SIES College of Arts Science & Commerce" acknowledges and agrees that "SIES College of Arts Science & Commerce" has no right to, and that he or she will not, sell, assign, license, convey, transfer, publish, or distribute "The Licensed Materials" or copies of recorded lectures, or any parts thereof, to others without the express prior written consent of "TA".




**8. Royalty for use of training material**

- a) "TA" hereby grants to "SIES College of Arts Science & Commerce", during the term of this Agreement, the non-exclusive right to use "The Licensed Materials", provided by the "TA" on the payment of a Royalty of INR 2lakhs per annum for the purposes of research, teaching and/or private study and never for Commercial Uses
- b) "SIES College of Arts Science & Commerce" shall not:
- a. Use, or permit any third party to use, "The Licensed Materials" for any purposes other than research, teaching and/or private study.
  - b. Use, or permit any third party to use, "The Licensed Materials" for Commercial Uses.
  - c. Use "The Licensed Material" in their course packs (print or electronic).
  - d. Remove, obscure, or change any copyright notices, author identification, disclaimers or other proprietary legends incorporated in "The Licensed Materials".
  - e. Alter, abridge, adapt or modify the Licensed Materials or prepare derivative works based upon "The Licensed Materials", nor permit third parties to do so.
  - f. Post or distribute any part of "The Licensed Materials" on any electronic network other than "SIES College of Arts Science & Commerce's Secure Network and in no event make available "The Licensed Materials" to the public via the Internet or World Wide Web.
  - g. Make agreements for access to "The Licensed Materials" with any individuals, organizations, vendors, affiliates, partners or any third party.
- c) "SIES College of Arts Science & Commerce agrees to take an written undertaking from all the participants as per Annexure 1 appended to this agreement

IN WITNESS WHEREOF, the parties hereto have caused this SFA, dated as of <sup>3<sup>rd</sup> Feb 2020</sup> 2019 ("Effective Date") and consisting of this Part A and the attached Part B, to be executed by their respective authorized representatives to be effective as of the Effective Date.

Signature TA  
Name P.V. Narayana  
Title President  
Date: Feb 3<sup>rd</sup>, 2020.



Signature Client  
Name Dr. Uma Shankar  
Title: Principal  
SIES College of Arts, Science & Commerce  
Sion (West), Mumbai - 400 022.  
Date: 3<sup>rd</sup> February 2020.



**PART B – TERMS & CONDITIONS**

- 1. Terms & Conditions** This Short Form Agreement ("SFA"), consisting of Part A and Part B, is entered into by and between the client identified in Part A and TA, with an address at A/502, Jeevan Vihar, Koparkar Marg, Jaydeepnagar, Nahur ( East ). Mumbai 400042.
- 2. Intellectual Property**
- a) TA retains all worldwide right, title and interest in and to all methodologies, tools, templates, training curriculum and content, case studies, illustrative examples and any other information or materials created or used by TA during, for or in the course of delivering the Session (collectively, the "Services Materials"). Except as provided for under this Section, Client will have no right, title or interest in or to the Services Materials. The parties agree that the Services Materials shall not include Client's proprietary information.
  - b) Unless Client is otherwise in breach of the terms of this SFA, including the NDA, TA hereby grants to Client a perpetual, royalty-free, nontransferable, nonexclusive, non-sub-licensable license to use the Services Materials solely for Client's internal business purposes and for no other purpose whatsoever. Client may not make any copies or reproductions of the Services Materials beyond original quantities supplied by TA, provided, however, that Client may make a reasonable number of copies for archival and back-up purposes.
  - c) Without limiting the generality of anything in the NDA, the Services Materials are deemed TA confidential information under the terms of the NDA.
- 3. Confidentiality.** The parties acknowledge their execution of a certain Mutual Non-Disclosure Agreement **dated XXX** (the "NDA"), the terms and provisions of which are herein incorporated by reference, and agree that such NDA sets forth the obligations and responsibilities of TA and Client with regard to the use, treatment and disclosure of certain confidential and proprietary information of either party by the other party. In the event of a conflict between the terms of the NDA and the terms of this SFA, the terms of the NDA will govern and control with respect to the subject matter thereof, according to the terms and provisions thereof.
- 4. Warranty & Limitation of Warranty/Liability**
- a) TA warrants that the Session will be performed in a professional and workmanlike manner consistent with relevant industry standards.
  - b) EXCEPT AS PROVIDED FOR IN THIS SECTION, TA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS TO THE OTHER PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for a breach of its confidentiality obligations, under no circumstances will TA's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed actually paid under this SFA.
- 5. General**
- a) **Independent Contractor:** TA is an independent contractor of Client. Nothing herein will be construed to create the relationship of employer and employee, partnership, principal and agent or joint venturers.
  - b) **Taxes.** All Fees herein are exclusive of GST.
  - c) **Assignment.** Neither party will assign this SFA without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this SFA to an entity that acquires substantially all of the stock or assets of such party. This SFA will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
  - d) **Complete Understanding.** This SFA is the complete and exclusive statement of the parties and supersedes all prior proposals, understandings and agreements oral or written, between the parties relating to the subject matter hereof. No modification or amendment to this SFA will be binding upon the parties unless made in a writing executed by both parties.
  - e) **Waiver.** Either party's failure to insist on the strict performance of any term of this SFA or failure to take advantage of any of its rights hereunder, will not operate to excuse performance or waive any such right at any future time.
  - f) **Severability and Survival.** If any provision of this SFA is held invalid or unenforceable, the remaining provisions will not be affected. The provisions of Part B – Sections 3, 4 and 5 will survive any termination or expiration of this SFA.
  - g) **Governing Law.** The terms and obligations of this SFA shall be interpreted and enforced in accordance with the laws of India, without regard to conflict of law principles.
  - h) **Non-solicitation:** For the term of this SFA and for a period of two (2) year thereafter, neither party will hire, contract, solicit for hire, or solicit for contract, directly or indirectly, any employee, contractor, or employee or contractor of any subcontractor of the other party, provided such individual was involved with the services performed hereunder.



**PRAJA FOUNDATION - SIES COLLEGE OF ARTS, SCIENCE, AND COMMERCE  
(AUTONOMOUS), SION (W), MUMBAI**

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Duration: July 2020- April 2021**

**Introduction of organisations involved**

**Praja Foundation**

Praja Foundation is a non-partisan voluntary organisation, which empowers the citizen to participate in governance by providing knowledge and enlisting people's participation. Praja aims to provide ways, in which the citizen can get politically active and involved beyond the ballot box, thus promoting transparency and accountability. Praja therefore uses the tool of RTI to procure information from the Municipal Corporation of Mumbai and Delhi and reports this information for the use of citizens. Praja also conducts workshops with colleges and with organisations working in communities to further this cause of spreading civic awareness. Praja conducts these workshops on various issues such as RTI, Urban Local Governance, three tiers system of Governance etc.

**SIES College of Arts, Science & Commerce (Autonomous), Sion (W), Mumbai**

The SIES Arts, Science and Commerce College (Autonomous) was inaugurated on 20th of June 1960. It is affiliated to the University of Mumbai, the college has an impressive strength of over 4,000 students drawn from all sections of this cosmopolitan city. Excellent results at various University and Board examinations, and coveted awards and merit positions bagged by the students have placed the SIES College among the most outstanding institutions in the city. The students of the college, with their exemplary discipline, serious academic, extra and co-curricular pursuits and excellent rapport with their teachers, have greatly contributed to make this college a name to reckon with in academics and other fields. The college was conferred the Autonomous status by the University Grants Commission (UGC) June 2018.



## PRAJA FOUNDATION AND SIES COLLEGE

Praja Foundation is continuing its partnership with the Department of Politics, SIES college in improving students exposure to urban governance through a series of workshops, projects and exposure visits.

### TERMS OF ASSOCIATION

Praja associates with various Colleges in Mumbai and Delhi. Praja has organised various workshops with colleges to make students aware of urban governance issues. Praja would conduct these workshops and projects in the colleges in collaboration with the Department of Politics during the course of the association and exposure visits in governance related institutions in Mumbai.

Praja will engage in the following activities with the college:

**A. Praja Elected Representatives Fellowship**

**Fellowship with Municipal Councillors:** Praja is coming up with a fellowship program for young students to assist Municipal Councillors.

**B. Praja Conducts sessions on different issues of governance**

**Sessions can be held by experts of various fields:** Workshops on urban governance, urban policy design, MCGM complaint mechanism, RTI Act etc.

**C. Exposure visits:**

Exposure visits will be arranged for students at Magistrate's court, Sessions court, M.C.G.M ward offices and Vidhan Bhavan.

**D. Projects to be undertaken:**

- **1916- MCGM Complaint Management System:** Student participation in filing and monitoring complaints under the Centralised Complaint Registration System of the.
- **Solid Waste Management:** Student participation in studying best practices of solid waste management in Mumbai.

**As per college requirements we can design projects based on the curriculum.**

The sessions would be conducted on a time and date that is of mutual convenience to both the parties.



Date: 9<sup>th</sup> JULY 2020

*Priyanka Sharma*

Date: 30<sup>th</sup> APRIL 2021

*Uma Shankar*

Signature

Priyanka Sharma,  
Head Capacity Building  
Praja Foundation, Mumbai

Signature

Dr. Uma Shankar,  
Principal  
SIES College of Arts, Science &  
Commerce (Autonomous)



Supported by:



European Union

Friedrich Haemann  
STIFTUNG FÜR DIE FREIHEIT



## Internshala Trainings College Registration Agreement

This **Agreement** is executed on 22.06.2020 by and between:

**Scholiverse Educare Private Limited** (company registration number- U80901HR2011PTC064443), herein after referred to as **Internshala** which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns, having its registered office at Block-B, 6th Floor, Unit No. 610, Unitech Business Zone, South City-2, Gurugram, Haryana, India - 122018, acting through its Authorized Representative Mr. Sarvesh Agrawal;

### AND

SIES College of Arts, Science and Commerce (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) situated at Jain Society, Sion West, Mumbai 400022, ;acting through its Authorized Representative Ms. Mahalaxmi Nadar

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

### 1. Overview

This Agreement is regarding skill building of students of College through online trainings provided by Internshala Trainings (<https://trainings.internshala.com>) – e-learning platform of Internshala.

### 2. Agreement Term

This Agreement will be operational and valid for the period of 3 years from the date of execution (i.e. from 22<sup>nd</sup> June 2020 to 21<sup>st</sup> June 2023, hereinafter referred to as Term) or until the date of earlier termination. Upon completion of the Term, the Agreement can be renewed with mutual consent of both Parties.

### 3. Internshala Deliverables

- I. Internshala will make the online trainings available to all the students of the college at a specially reduced fee (please see annexure A) that students will pay individually.
- II. Post payment of the fee, the students will be given access to their chosen training on Internshala Trainings.
- III. Other than learning material that consists of structured video tutorials, exercises, and tests; the enrolled students will be given access to a doubt clearing forum to clarify their doubts online with the trainers
- IV. In case students are not able to complete their training in stipulated time due to a valid reason, Internshala will extend the training duration for such students so as to enable them to complete their training.
- V. Upon completion of the training, students will be provided with a **certificate of Training** after they appear for the final online exam and score minimum 33% marks in it.





- VI. Post completion of the training, Internshala will provide placement assistance to all the enrolled students which will consist of following –
- Free access to an online Placement Preparation Training covering resume writing, cover letter writing, application process, and interview preparation
  - Access to curated jobs and internships as per students' preference that they can apply to online
  - Top performing students of the training will be highlighted in their job/internship applications on Internshala
- VII. Internshala will provide regular updates to College about its students performance in the enrolled online trainings as per College's request
- VIII. Post signing of the Agreement, Internshala will inform the students of College registered with it about the benefits available to them under the Agreement at regular intervals.

#### 4. College Deliverables

- Inform the students of College about the Agreement and the benefits available to them under it at regular intervals through various means such as written notice, email, WhatsApp, intranet etc.

#### 5. Branding

- Internshala grants College a limited, non-exclusive, non-sub-licensable, non-transferable, non-assignable (except in conjunction with a permitted assignment of this Agreement) license during the Term to use Internshala Trainings name and logo as 'Official Training Partner' in College's internal and external communications as College deems fit. Use of Internshala Trainings name and logo by College will adhere to the brand guidelines of Internshala.
- College grants Internshala a limited, non-exclusive, non-sub-licensable, non-transferable, non-assignable (except in conjunction with a permitted assignment of this Agreement) license during the Term to use College name and logo in internal and external communications as Internshala deems fit.
- Except to the limited extent expressly provided in this Agreement, neither Party grants, nor the other Party will not acquire, any right, title or interest (including, without limitation, any implied license) in or to any property of the first Party. All rights not expressly granted herein are deemed withheld. All use by a Party of the other trade names, trademarks, service marks, logos, etc., and any goodwill associated therewith, will inure to the benefit of the grantor.

#### 6. Termination

In case of either Party wanting to terminate the Agreement, it can be done on a mutually agreed upon date in a justified way with a notification given at least 30 days prior to termination date. However, the Parties will ensure that interests of the students who may have already enrolled for future batches or currently undergoing the training on Internshala Trainings at the time of termination or expiration of this Agreement are not impacted and they are provided with necessary services and support as promised to them at the time of enrollment.





## 7. Confidentiality

- I. 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.
- II. If either Party (the "Receiving Party") under this Agreement gains access to confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's prices, business, plans, technology, products, and other non-public information of the Disclosing Party (collectively, "CI" or "Confidential Information"), then the terms of this section will apply. CI includes all information in tangible or intangible form that is marked or designated as confidential by the Disclosing Party or that, under the circumstances of its disclosure, should be considered confidential. The Disclosing Party owns all right, title and interest, including all patent, copyright, trademark, trade secret rights and any other intellectual property or proprietary rights in any jurisdiction, including any and all applications, renewals, extensions and restorations thereof, in the Disclosing Party's CI. Each Party agrees that it will not use in any way, for its own benefit or the benefit of any third Party, except as expressly permitted by, or as required to implement, this Agreement, nor disclose to any third Party (except as required by law or to such Party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's CI. Each Party will take reasonable precautions to protect the confidentiality of the other Party's CI that are at least as stringent as it takes to protect its own CI.

## 8. Force Majeure

Neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

## 9. 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 of, 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 by arbitration. Should arbitration fail, the dispute shall be resolved under the jurisdiction of Gurgaon court.





Signed by The Authorized Representative of Parties to this Agreement:

For and on behalf of -



**Internshala**  
**Authorized Signatory**  
**Name: Sarvesh Agrawal**  
**Designation: Founder & CEO**

**SIES College of Arts, Science & Commerce**  
**Authorized Signatory**  
**Name: Dr. Uma Shankar**  
**Designation: Principal**



### Annexure A

#### Specially reduced fee

Students of the College can avail a special discount on training fee by using coupon code **SIES10** at the time of the enrollment. Students are required to use this coupon code to avail the specially reduced fee as listed below. During this period, Internshala, at its discretion, may also offer further reduction in the fee to the students as a limited period promotion offer.

S. No	Category	Training Name	Duration	Regular Fee	Specially reduced fee (till 30th June)	Specially reduced fee (From 1st Jul)
1	Programming	Programming with Python	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Web Development	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Android App Development	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Ethical Hacking	8 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Programming with C and C++	8 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Core Java	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Angular	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
2	Business	Digital Marketing	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Financial Modeling and Valuation	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Advanced Excel	4 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Business Communication Skills	4 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Beginner's Trading Certification	4 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
3	Core Engineering	AutoCAD	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		SOLIDWORKS	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		STAAD Pro	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Internet of Things	4 weeks	Rs. 5999/-	Rs. 2789/-	Rs. 3239/-

Continued on next page...





S. No	Category	Training Name	Duration	Regular Fee	Specially reduced fee (till 30th June)	Specially reduced fee (From 1st Jul)
4	Data Science	Machine Learning	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Data Science	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
5	Creative Arts	Creative Writing	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		Photography	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
6	Design	Graphic Design	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
		UI/UX Design	6 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-
7	Language	French Language	8 weeks	Rs. 4499/-	Rs. 1349/-	Rs. 1799/-







## MOU with Expertrons

### REPRESENTATIVE

Vivek Gupta | Co-founder - [Expertrons.com](https://www.expertrons.com)

'12 IITB Alum | Co-founder, Ex-Director Planceess

[vivek@expertrons.com](mailto:vivek@expertrons.com)

### Introduction - About Expertrons

Expertrons is the world's first AI video bot-assisted platform for experts who have cracked any interview ever. Powered by AI&ML capabilities along with our superhero experts - Expertrons, the platform will help professionals with their interview preparations! Aspirants can learn from the interview experience of other experts. Experts get a lifetime earning opportunity via one-on-one consultations & referrals. Our experts are placed with top firms like McKinsey, BCG, Optiver, Google, Sequoia Capital, Shunwie Capital, One Plus, ExxonMobil & many more! These experts are alums of top colleges like IITs, NITs, IIMs & other esteemed colleges. Our revolutionary AI platform is disrupting the human consulting space globally. The following activity can contribute to [NAAC accreditation](#) under the following - 3.6 Extension Activities, 3.7 Collaboration, 5.1 Student Support & 5.4 Alumni Engagement

Expertrons, Dattani Plaza, Safed Pul, Saki Naka, Mumbai, Maharashtra 400072



1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Expertrons, whose address is Dattani Plaza, Safed Pul, Saki Naka, Mumbai, Maharashtra 400072 and the College Name - SIES College of Arts, Science and Commerce whose address is College Address - SIES College of Arts, Science and Commerce, Jain Society, Sion West, Mumbai 400 022

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Expertrons will help the college students with interview preparation & getting hired for a dream job or internship to top firms.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' (Mumbai) and shall remain in full force and effect for no longer than 36 months. This MOU may be terminated, without cause, by either party upon 3 months written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Expertrons**

- Complementary user logins to the Expertrons SaaS platform with all technical support to all students aspiring for internships, jobs or higher studies
- Mentor logins to the Expertrons platform to all students who have cracked dream internships, jobs or higher studies for college to maintain the repository
- Reporting to the college on the usage of the platform & module completion by students
- Provide a repository of all the interview experiences of your college on a single platform
- Provide peer learning through interview sharing experience increases chances of placements of current junior students and future students of your college
- Provide secondary referral placements from our list of esteemed placed experts - placed at various roles & dignified salaries
- Provide a 360-degree view of placements through cracked interview experience of top-placed students across top colleges
- Provide a lifetime earning opportunity for experts/alumni of your college - helping them to grow in their professional
- Help college build a strong expert community & alumni-student relations

Expertrons, Dattani Plaza, Safed Pul, Saki Naka, Mumbai, Maharashtra 400072



**5. Responsibilities of the College**


- The college will be circulating the Expertrons credentials of each student with them- through Emails, Whatsapp groups & Social media communication channels besides class announcement & posters whichever works effectively in their campus
- The college will nominate students with interview cracking skills via their past internship or placement in campus or higher studies interview
- Will provide a date for activity within the campus for a mentor drive
- College can choose to hold aspirant awareness session on campus - where Expertrons team member can brief the students on the usage of Expertrons & how to crack their dream job or internships
- The college shall grant Expertrons permission to use the Name and the Official Logo of the college for announcement purposes.

**6. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Vivek Gupta, Co-founder, Expertrons

Date 05/10/2020

  
DR. UMA SHANKAR,  
PRINCIPAL,



[Name, Designation & Signature]  
SIES COLLEGE OF ARTS, SCIENCE  
& COMMERCE, SION WEST, MUMBAI-22.

Date 21-12-2020.

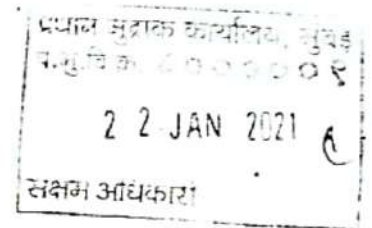




महाराष्ट्र MAHARASHTRA

2020

BA 472331



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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the day and at the place stated in Annexure 1 by and between **ID FINXPERTS SKILLING FOUNDATION**, a company registered under the provisions of Section 8 of the Companies Act, 2013, having its registered office at: A-1703, 1704, Floor-17, Plot-104A, Dosti Elite, Sion Road No. 29, Sion (E), Mumbai - 400022 (hereinafter referred to as "**Foundation**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns); **AND** The Persons listed in Annexure 1 enclosed herewith (hereinafter referred to as "**Institute**" which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors or assigns).

The expressions "Foundation" and "Institute" shall, collectively be referred to as "Parties" and individually as "Party".

#### WHEREAS:

A. The Institute is established in, by and affiliated to the University, as stated in Annexure

1.

Foundation





under this MOU, contract, law or equity and each remedy shall be independent of the other.

IN WITNESS WHEREOF, the Parties hereto have put their hands the day, month and the year first hereinabove mentioned.

By the Withinnamed Institute  
For SIES College of Arts, Science &  
Commerce



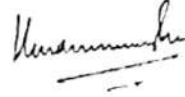
**Principal,**

SIES College of Arts, Science & Commerce  
Sion (West), Mumbai - 400 022.

Name: Dr. Uma Shankar  
Designation: Principal/Authorised Signatory

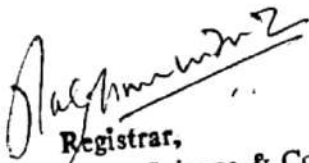
By the Withinnamed Foundation  
For ID FINXPERTS SKILLING FOUNDATION

For ID FINXPERTS SKILLING FOUNDATION



Name: Himanshu Vyapak  
Designation: Director//Authorised Signatory

Witness

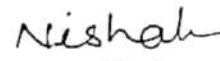


**Registrar,**

S.I.E.S. College of Arts, Science & Commerce  
Sion ( West ), Mumbai - 400 022.  
Raghavendra Lakshminarasimhan  
Registrar

Witness

Nikunj Sharma  
Director

  
Nisha Shah