

ATHAWALE COLLEGE OF SOCIAL WORK

Station Road, Bhandara - 441904 (M.S.) Phone (07184) 254511

Recognised by Govt. of Maharashtra & Affiliated to Nagpur University

Approved by U. G. C. Section 2F, New Delhi

NAAC - ACCREDITED at B Grade

Ref. No. : ACSW/B/ 1142/ 2021

Date : 27/12/2021



सामंजस्य करारनामा

सत्र २०२१-२०२४

(Memorandum Of Understanding)

दरम्यान

आठवले समाजकार्य महाविद्यालय, भंडारा

आणी

जिल्हा एड्स नियंत्रण कक्ष अधिकारी, जिल्हा सामान्य रुग्णालय, भंडारा.

सदर सामंजस्य करारनामा (Memorandum Of Understanding) नुसार

आठवले समाजकार्य महाविद्यालय, भंडारा व जिल्हा एड्स नियंत्रण कक्ष

अधिकारी, जिल्हा सामान्य रुग्णालय, भंडारा. यांचा संयुक्त विघमाने शासनाचा

आरोग्य विषयक विविध कार्यक्रम आठवले समाजकार्य महाविद्यालय, भंडारा

किंवा जिल्हा एड्स नियंत्रण कक्ष अधिकारी, जिल्हा सामान्य रुग्णालय, भंडारा.

येथे घेण्यात येईल, या कार्यक्रमा करीता आवश्यक सहकार्य करण्याकरीता

दोघामध्ये सामंजस्य करारनामा (Memorandum Of Understanding)

आज रोजी करण्यात येत आहे.

दिनांक :- २८.१२.२०२१

ठिकाण :- भंडारा


District Programme Officer
District AIDS Prevention Control Unit
General Hospital Bhandara


DR. JYOTI G NAKTODE
Associate Professor & H.O.D.
Medical & Psychiatric Social Work
Athawale College of Social Work
Bhandara.

100/27/12/21

आवक जावक क्रमांक

कार्यालय जिल्हा एड्स प्रतिबंध व नियंत्रण कक्ष

जिल्हा सामान्य रुग्णालय, भंडारा



महाराष्ट्र MAHARASHTRA

2020

XL 592262

सेधव अहमद अली
स्टॅम्प व्हेंडर भंडारा
प. क्रमांक. १०/१७
ऑ.ला.कोड क्रमांक
४७०९००९
मुद्रांकाचा उपयोग

क्रमांक :- 10862
किंमत :- 100
दिनांक :- 23.3.2021

[Handwritten Signature]



Memorandum of Understanding (MoU)

Between

**Educational Counselling Centre and Placement & Guidance Cell,
Athawale College of Social Work, Bhandara, M. S.**

And

Grampanchayat, Eklari, Tal: Mohadi, Dist: Bhandara, M.S.

Educational Counselling Centre and Placement & Guidance Cell, Athawale College of Social Work, Bhandara, M.S. through its authorized signatory Centre In-charge Dr. Madhukar J. Nikam, having its Address Station Road, Bhandara, 441904 (hereinafter referred to as "First Party" which expression shall, unless it be repugnant or contrary to the context thereof, mean and include its successors and permitted assigns). Contact No.: 9420919425, Email ID: athawalecollegebhandara@gmail.com

And

Sarpanch, Smt. Darshna Dhanraj Gajbhiye, Grampanchayat, Eklari, Tal: Mohadi, Distr. Bhandara, M.S. (hereinafter called Second Party).

जीवपत्र - १

कारणासाठी प्रतिकापत्रा व्यतिरिक्त वापरण्यात

येणाऱ्या मुद्राकार उभटयासा.

दस्तावेज प्रकार / अनुबंध क्रमांक	5743
दस्त नोंदणी करणार आहेत का ?	
नोंदणी क्षेत्र असल्यास बुज्या	
निबंधक कार्यालयाचे नाव	
निबंधकाली ठेकाने	
मासिक वेतन	
मुद्राकाराचे वेतन किती का ?	५०००
दस्तावेज प्रकार किती का ?	५०००
दस्तावेज प्रकार किती का ?	५०००
मुद्राकार शुल्क रक्कम	१००
मुद्राकार ठिकी नोंद क्र. / दि	१०८६२
मुद्राकार ठिकी घेणे-वाढी सही	

ग्रामपंचायत एकीरी, बंधारा तालुका, जिल्हा महाराष्ट्र

महाराष्ट्र शासन

संचालक अखंड जली
स्टॅम्प सेल, बंधारा
प.क्र. १०/१७

तहसील कार्यालय, बंधारा

कारणासाठी ज्यांनी मुद्राकार खरेदी केला त्यांनी त्याच कारणासाठी मुद्राकार खरेदी केल्यापासून ६ महिन्यात वापरणे आवश्यक आहे

कारणासाठी मुद्राकार खरेदी केलेली मुद्राकार

It is hereby Mutually Agreed and Declared that to provide the Educational Counselling by the Educational Counselling Centre and Placement & Guidance Cell, Athawale College of Social Work, Bhandara, M. S. (As per the agreement of the First Party with Grampanchayat, Eklari, Bhandara). The following shall be the responsibilities of the First Party and Second Party to successfully conduct the programme as said follows.

Responsibility of the First Party: (One Party)

1. First Party is responsible to provide guidance for students enrolled in library run by Second Party.
2. First Party is responsible to keep updated and provide all necessary guidance, awareness, conduct the programme for current ongoing project as per MoU.
3. First Party is solemnly responsible to provide expertise according to students and their educational needs. For this First Party appointed following experts:
 - 1) Dr. Madhukar Janrao Nikam
 - 2) Dr. Nandkishor S. Bhagat
 - 3) Dr. Aarti S. Pawar
 - 4) Mr. Prafulla Apic
4. First Party is responsible to aware the students and villagers in Gram Eklari for social and educational upliftment according to their requirement.
5. First Party is responsible to conduct different types of programmes according to educational and social awareness.

Responsibilities of Second Party: (Other Party)

1. Second Party is responsible to set up educational tools and other arrangement according to set up norms to the expertise which will be provided by First Party.
2. Second Party is responsible to provide basic amenities and permit to use the infrastructure as needed.
3. Second Party is responsible to enrol candidates and gathered villagers according to project requirement.
4. Second Party is responsible to arrange days and time according to First Party.
5. Second Party is responsible to provide the proper certification for appointment of expertise by the First Party.

Payment Terms & Conditions:

1. Second Party can generate appropriate fund to provide expertise remuneration according to liabilities.

Important Terms & Conditions:

1. First Party as well as Second Party is responsible to maintain and develop the records of the executed activity done.
2. MoU will be renewed again on mutual agreement terms.

This MoU will come into effect from the date of its signing by the first Party and Second Party.

Date:- 23/03/2021



For and on behalf of first Party

Signature & Stamp

Name: Dr. Madhukar Nikam

Athawale College of Social Work

Bhandara

Designation:- Authorised Signatory

*Prof. Madhukar J. Nikam
Lecturer in English
Athawale College of Social
Work, Bhandara*

For and on behalf of Second Party

Signature & Stamp

Name: Smt. Dashrta Dhanjay Gajbhiye

Sarpanch, Grampanchayat, Eklari

Tah. Mohadi, Dist. Bhandara

Designation:- Authorised Signatory

MEMORANDUM OF UNDERSTANDING

Between the parties: -

- 1. Athawale College of Social Work, Bhandara**
- And**
- 2. Ek Swapn, Ek Asha Foundation, Bhandara**

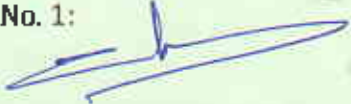
As per the understanding reached between the Head of Sociology Department, **Athawale College of Social Work, Bhandara** (Affiliated to Rashtrasant Tukadoji Maharaj Nagpur University, Nagpur) and the Executive Member of **Ek Swapn, Ek Asha Foundation, Bhandara** regarding mutual collaboration and support, it is understood that:

1. Athawale College of Social Work, Bhandara and Ek Swapn, Ek Asha foundation, Bhandara agree to collaborate in organising programs, activities on the topics related to gender sensitization, career guidance, personality development and other community oriented programmes at college and community level;
2. Athawale College of Social Work, Bhandara agrees to provide infrastructure, facilities and organizational support to the Ek Swapn, Ek Asha Foundation, Bhandara in organizing programs, activities in collaboration;
3. Ek Swapn, Ek Asha foundation, Bhandara agrees for planning and coordinating necessary arrangements in programs, activities organized in collaboration with Athawale College of Social Work, Bhandara on topics mentioned in point 1, only after agreed by both;
4. Athawale College of Social Work, Bhandara will be responsible for mobilization of the students and online transmission on their college website or channel with online meeting app as a part of their institutional infrastructure;
5. Ek Swapn, Ek Asha foundation, Bhandara will be responsible for schedule planning and organize theme-relevant resource persons as their expertise;
6. Both parties will mutually share expertise, knowledge and involve their members in organizing programs, activities as and when required;
7. Both parties will ensure due credit is given to each other for the program organized in collaboration as well as share weblink of these programs;
8. Program related correspondence will be done between both the parties by mutually decided e-mail ids or any other channels;
9. Either party shall not organize programs / activities and involve members of other organization without prior intimation and approval;

10. Prior to the each new kind of program in collaboration, a mutual agreement must be reached between both the parties and corresponded through official email or letter
11. Apart from the points agreed above, there will be no financial burden or any commitments from either side unless specifically agreed and decided;
12. Both parties will be committed to the agreed roles and responsibilities.

Hence signed this Memorandum of Understanding on (date- ---/---/----) at Bhandara in confirmation of its contents. Initially this MoU will be for one year from the date of signed and can be extended after mutual understanding of both parties.

For Party No. 1:



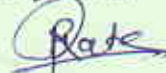
Name - Dr. Chandrashekhar S. Malaviya

Associate Professor and
The Head of Sociology Department
Athawale College of Social Work,
Bhandara - 441904

Date - 13/02/2021
Place - Bhandara

Dr. C. S. MALVIYA
HOD-SOCIOLOGY
ACSW/BHANDARA.

For Party No. 2:



Name - Pankaj R. Parate

Executive Member
Ek Swapn Ek Asha Foundation,
Bhandara - 441904

Date - 13/02/2021
Place - Bhandara





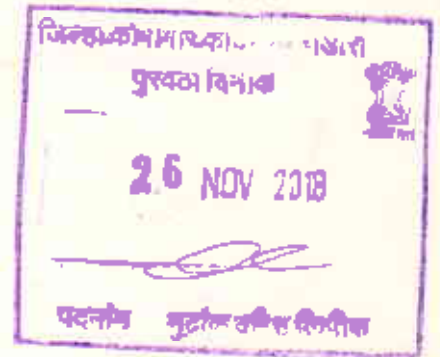
महाराष्ट्र MAHARASHTRA

प्रा. आठवले डी.सी. मस्कें } अतुक्रम:- 98736
मुंबई विद्यापीठ } किमत:- 900/-
ली.नं. 2/92-93 } दिनांक:- 26/11/2018
ऑ.सा.का. क्र. 430906 }
पुस्तकाचा उपयोग: लेखापत्र

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डी.सी. मस्कें } अतुक्रम:- 98736
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ऑ.सा.का. क्र. 430906 }
पुस्तकाचा उपयोग: लेखापत्र



Memorandum of Understanding (MOU)
Between
ECSTASY BAHUDESHEIYA MANDAL
And
ATHAWALE COLLEGE OF SOCIAL WORK, BHANDARA

ECSTASY BAHUDESHEIYA MANDAL is having his registered office at Goverdhan Nagar Tumsar Dist.: Bhandara Maharashtra – 441912 (hereinafter referred to as “First Party” which expression shall, unless it be repugnant or contrary to the context thereof, mean and include its successors and permitted assigns). **Email ID: - ecstasymandal@gmail.com, Mob. No. 9371726578.**

And

Athawale College of Social Work, Bhandara , through its authorized signatory Principal, Dr. Chandansingh P. Rotele, having its Address **Station Road, Bhandara, Contact No: 9370926555 Email Id: chandansinghrotele@gmail.com** (hereinafter called Second Party).

It Is Hereby Mutually Agreed and Declared That to Provide the Skill Development Training Under Ecstasy Bahuddeshiya Mandal. (As Per Agreement of First Party with Other Authorized Training Providers) The Following Shall Be the

Responsibilities of First Party and Second Party to Successfully Conduct the Training at their institution premises.

The MOU expressing the responsibilities of FIRST PARTY, AND SECOND PARTY AS FOLLOWS -

Responsibilities of First Party (One Part): -

1. First party is responsible to provide enrolment and assessment assistance, certification of passed candidates and training fee of all successfully passed candidates as mentioned on "Payment terms and conditions" of this agreement to second party.
2. First party is responsible to keep updated and provide all necessary documentation, guidelines & coordination to second party for current ongoing projects as per MOU.
3. First party is solely responsible to monitor and execute all ongoing and upcoming program/project as per guidelines Ecstasy's/Govt. Project Guidelines. First party has full operational rights to terminate/discontinue/dissolve/dismiss any of zonal associate and its training centres if they are unable to full-fill project/program guideline during MOU tenure.

Responsibilities of Second Party (Other Part):-

1. Second party is responsible to set up training centres according to "Primary training centre setup norms" for Ecstasy's Training protocol as per required infrastructure to conduct training on IT & other trades at his premises / Centres within 30 working days of MOU signed date.
2. Second party is responsible to conduct training in only registered centre place.
3. Second party is responsible to enrol candidates as per ongoing project requirement.
4. Second party is responsible to provide the training according to training calendar, syllabus and contents. Any amendments on training calendar are not allowed without prior permission of first party.
5. Second party is responsible to complete training in stipulated working days / time. Local and National holidays will not be included in training calendar.
6. Second party is responsible to complete and submit all the necessary document of enrolled candidates to first party before starting of every new batch.
7. Second party is responsible to submit daily attendance, trainers teaching plan and other necessary data as per guidelines of current ongoing projects via e-mail, phone and other sources as directed by first party every day for each batch.
8. For Each Project Assignment all protocols given by higher authority are different, second party is responsible to act as per guidelines.

Accept this second party cannot charge any fee on any of its candidates until first party permitted/agrees and issued written authority to second party for any of such procedures.

9. Second party will report and coordinate with Local, National and State operations, administration and monitoring team of first party as per instructions and guidelines for all necessary documentation & requirements.
10. Candidate's Eligibility Criteria and Documents: Second party must follow the scheme related guidelines for candidate's mobilization, enrolment and training. Eligibility norms must be verified before enrolment of any candidate. The entire document must be submitted in hardcopies before one month of assessment schedule. Candidate replacement is not allowed after batch commencement. ERP and MIS must be followed for e-documentation of training and candidate data monitoring as per online portal and cyber policy/guidelines. Any false

documentation will be considered as misguide and provocation of scheme rules which may be cause of termination/dismiss/cancelation of Centre/MOU.

Payment Terms & Conditions –

1. Second party can generate and submit invoice for every batch/project only after result announcement and certificate distribution of each batch.
2. First party is responsible to pay mutually agreed training fee of Based on every annexure (which will have executed as per project separately) for each successfully passed candidate. No training fee will be paid for failed candidates nor will enrolment/assessment fee be refunded/adjustable for the same. The training fee payment will be made by first party through e-transfer on the bank account as per the details provided by second party. Any applicable tax (including bank charges) will be deducted as per govt. norms before payment transfer.
4. Due to lack/fault of documentation and timely does not reach of document, trainees drop out, less attendance – the first party will not be responsible for delays of any type of activity like assessment, certification and payments or non-payment.
5. All the payment (Enrolment/Assessment and any other) must be transferred via e-transfer, direct deposit at second party's account by first party and vice versa. Payment via cheques and other modes are not accepted. All the deposit details must been shared in every deposit and will be produced if needed.

Important Terms & Conditions: -

1. It is very clearly stated that if first party found any illegal work movements, suspicious activities and false commitments and activities like charging franchise/security deposit/documentation charges, job guarantee or getting reward without training and assessment under any of the current ongoing projects of first party during the MOU then first party has the rights to cancel/terminate/dismiss this MOU without any prior indication or notice.
2. Second party will not share any data/MIS related to candidates and project to any one without prior mutual approval of both parties as per privacy policy.
3. The financial part of second party must be on proper manner with fair transactions separate account books must be maintained and audit as per requirement.
4. Authorized officers of First party/ Govt. Officials /Project authority can make surprise inspections on training centre without any prior indication or notice.
5. The MOU will be effective from date it is executed by or on behalf of the respective parties and would remain in force for maximum duration of 11 months initially.
6. MOU will be renewed again on mutually agreed terms.
7. For each project new annexure will be signed by both parties as per project requirements /guidelines and payments terms are also differ from project to project. In such case annexure is the medium of communication.
8. Second party will obey **No Competition Agreement** in any manner with first party for 5 years. If it found legal procedure will be done by first party.

7. Force Majeure:

Neither First Party nor Second Party shall be liable for failure to meet contractual obligations due to Force Majeure. Force Majeure impediment is taken to mean unforeseen events, which occur after signing of this agreement including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by State/Central Government /Sponsoring authorities, in so far as such as event prevents or delays the contractual party from fulfilling its obligations. In case the Force Majeure conditions continue for more than 120 days, both parties shall discuss the effect of

such conditions on the agreement and mutually decide the course of action to be followed.

This MOU will come into effect from the date of its signing by First Party and Second Party.

Arbitration / dispute Clause:

On the aspects where the Articles of this MOU are silent or for cases relating to deviation from these articles, efforts would be made to resolve the issues through mutual dialogues and consultations between First Party and Second Party. If such a resolution is not possible then the unresolved disputes and differences shall be challenged on **judicial courts in which First Party's registered office comes under.**

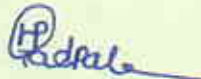
Account Details of First Party

Bank Account Holder Name	Ecstasy Bahuddeshiya Mandal
Bank Name	Central Bank of India
Branch Name	Tumsar
Account Number	3325106112
IFSC Code	CBIN0280689
Type	CURRENT ACCOUNT

Account Details of Second Party

Bank Account Holder Name	Principal, Athawale College of Social Work, Bhandara
Bank Name	State Bank of India
Branch Name	Keshave Bhavan, Station Road, Bhandara
Account Number	31994875607
IFSC Code	SBIN0000328
Type	Saving

Date: - 26/12 /2018,



For and on behalf of first Party
Signature & Stamp
Name: - Harshal Gadpale
Ecstasy Bahuddeshiya Mandal
Designation: - Authorised Signatory

सचिव/अध्यक्ष
ईकस्टसी बहुउद्देशिय मंडळ, तुमसर



For and on behalf of Second Party
Signature & Stamp
Name: Dr. Chandansingh P. Rotele
Centre Name: Athawale College of
Social Work, Bhandara
Designation: Authorised Signatory

Principal
Athawale College of Social Work
Station Road, Bhandara.

महाराष्ट्र शासन

डॉ बाबासाहेब आंबेडकर स्पर्धा परिक्षा अभ्यासिका व मार्गदर्शन केंद्र भंडारा
डॉ बाबासाहेब आंबेडकर सामाजिक न्याय भवन सिव्हील लाईन, जि.प. चौक, भंडारा

सआसकभं/अभ्यासिका/ 124/mou/2017

File No: 07184-295251

दिनांक 14/06/17



To,

The Principal / Librarian,
Athawale College of Social Work,
Bhandara.

Subject:- "MOU for Inter Library Loan (ILL) Service between our college libraries".

Res./Sir,

With reference to above subject, I herewith request you to provide the ILL Service for our college library. We know that your college library is full-fledged with various types of reading materials. But, sometimes the books are not used properly as per their frequency and utility. With the above reason ILL service is growing up very fast.

Sir, we can interchange our specific library collection for limited time under this ILL scheme within library rules and regulations. (MOU is attached)

So, kindly give permissions to the above service between our college libraries.

Thanking you.....!

Enclosure:- Memorandum of Understanding (MOU)


प्रिंसिपल

डॉ. बाबासाहेब आंबेडकर
सामाजिक न्याय भवन
केंद्र, भंडारा.

THAWALE COLLEGE OF SOCIAL WORK

Station Road, Bhandara - 441904 (M.S.) Phone (07184) 254511

Recognised by Govt. of Maharashtra & Affiliated to Nagpur University

Approved by U. G. C. Section 2F, New Delhi

NAAC - ACCREDITED at B Grade

Ref. No. : ACSW/B/SSR/3.5.1

Date : 8/11/22

3.5.1. Number of MoUs, collaborations / linkages for Faculty exchange, Student exchange, internship, field trip, on-the-job training, research and other academic activities during the last five years.

With reference to above metric following is the summary of MoUs, collaborations / linkages for Faculty exchange, Student exchange, internship, field trip, on-the-job training, research and other academic activities during the last five years.

For this detail of the metric is on following link:

<https://acswbhandara.co.in/wp-content/uploads/2022/11/3.5.1.pdf>

Name of the MoU / Collaboration / linkage	Name of the collaborating agency / institution / industry / corporate house with whom the MoU / collaboration / linkage is made, with contact details
	2017-18 Activities under each MOU
Skill Development Training	ECSTACY Bahuddeshiya Mandal, Govardhan Nagar, Tumsar, Bhandara. Mr. Harshal Gadpayale Mob. 9371726578
Inter Library Loan Service	Dr. B. R. Ambedkar Compititative study Circle and Guidance Centre, Social Welfare Department, Civil Line, Bhandara 2018-19
Inter Library Loan Service	Governemnt District Library Bhandara
Inter Library Loan Service	Orange City College of Social Work, Nagpur 2019-20
Entrepreneurship Training and Research	MCEDA-38 MIDC Area Near Railway Station, Aurangabad. Mr. Vivek Tondare Mob.9403078761 2020-21
Personal Counselling/Guidance	Sarpanch, Grampanchayat Eklari , Distt. Bhandara. Mr. Gahane Mob. 9421810090

Entrepreneurship Training and Research	MCEDA-38 MIDC Area Near Railway Station, Aurangabad. Mr. Vivek Tondare Mob.9403078761 2020-21
Educational Counselling/Guidance	Sarpanch, Grampanchayat Eklari, Distt. Bhandara. Mr. Gahane Mob. 9421810090
Inter Library Loan Service	J.M. Patel Arts, Commerce and Science College, Bhandara
Collaborate in organizing program on social issues	Ek Swapn, Ek Aasha Foundation, Krushan Mandir Ward, Bhandara. Mr. Pankaj Parate Mob. 9028448077
Health program on Leprosy	Assistant Director, Health service, (Lepracy) Govt. Hospital, Bhandara
District HIV/AIDS Awareness	District AIDS prevention centre unit, General Hospital, Bhandara.
Various Health program on T.B.	District Tubercutests Officer, District Centre, Bhandara (T.B.) Govt. Hospital, Bhandara
Faculty and students Exchange program	Orange City College of Social Work, Koradi Road, Nagpur. Dr. Vijay Tupe Mob.7387712366 2021-22
Training Center VOC Skills	VOC Skills office at 2/36, Shivaji Nagar, Gurugram. Hariyana. Mr. Mahesh Kajale Mob. 8408000012
Collaboration for Equal Opportunity Centre	Assistant Social Welfare Commissioner, Division Office, Bhandara
Inter Library Loan Service	J.M. Patel Arts, Commerce and Science College, Bhandara 2017-2018 Internship/Block Placement
Block placement	YUVA -Mahila Counseling Centre, Bhandara
Block placement	City Care Multispecialist Hospital, Bhandara
Block placement	R. H. Hospital, Sakoli, Bhandara 2018-2019
Block placement	General Hospital Bhandara 2021- 2022
Block placement	General Hospital Bhandara
Block placement	General Hospital Bhandara
Block placement	District hospital Bhandar

Block placement	Association of Women Awareness & Rural Development, Tah. Nagbhid, Distt. Chandrapur
	2019-2020 Linkage for research/survey
Survey on Care Plan for children	Vikas Balgruh, Amgaon, Dighori, Bhandara

Dr. Sarla N. Shanware

Officiating Principal

OFFICIATING PRINCIPAL

Social Work

Bhandara



OFFICIATING PRINCIPAL
Athavale College, Social Work
Bhandara

MEMORANDUM OF UNDERSTANDING

Between



**DIRECTORATE OF TECHNICAL EDUCATION,
MUMBAI**

And



DIRECTORATE OF HIGHER EDUCATION, PUNE

And

SGBS UNNATI FOUNDATION (SUF)

Tuesday, 12th September 2023

MEMORANDUM OF UNDERSTANDING

This MoU is executed on the 12th day of September, 2023 at Mumbai by and between:

DIRECTORATE OF TECHNICAL EDUCATION (DTE), MUMBAI

And

DIRECTORATE OF HIGHER EDUCATION (DHE), PUNE

And

SGBS UNNATI FOUNDATION (SUF)

DIRECTORATE OF TECHNICAL EDUCATION (DTE), MUMBAI, having its office at 3, Mahapalika Marg, Mumbai 400 001 (hereinafter referred to as "DTE") and **DIRECTORATE OF HIGHER EDUCATION (DHE), DIRECTORATE OF TECHNICAL EDUCATION (DTE), MUMBAI**, having its office at Central Building, 3, B.J. Medical Rd, Agarkar Nagar, Pune- 411001, Maharashtra (India) (hereinafter referred to as "DHE") which expression shall unless repugnant to the context or meaning thereof be deemed to include its, executors, administrators, legal representatives, nominees, affiliates and permitted assigns of the **FIRST PART**;

AND

"**SGBS Unnati Foundation**" a not for profit organization under Section 8 of Companies Act represented by **Mr. I A Padmanabhan alias Ramesh Swamy, The Director**, having its registered office at #1, Temple road, NGEF Layout Sadananda Nagar, Bengaluru - 560038 (hereinafter referred to as "**SUF**") which expression shall unless repugnant to the subject or context shall mean and include its affiliates, successors, assigns and administrators,

(All the parties are hereinafter, collectively referred to as the "Parties" and individually as the "Party")

DTE and DHE, after evaluation has decided to offer skill development training, hereinafter called as "UNXT" to youth who are in Govt. Engineering Colleges under DTE, Government Polytechnics under DTE, and aided higher education colleges under DHE.

AND WHEREAS DTE, DHE and SUF, hereby desire to enter into a non-exclusive relationship that will enable SUF to deliver "UNXT" at Govt. Engineering Colleges under DTE, Government Polytechnics under DTE, and aided higher education colleges under DHE.

AND WHEREAS the Parties agree to enter into relationship for mutual benefits at the terms and conditions mentioned in this MoU.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AFTER AND FOR OTHER GOOD AND

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VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- i. In addition to terms and expressions defined elsewhere in this MoU (including the Recitals), except to the extent that the context requires otherwise, the following words and expressions shall bear the meaning ascribed to them here in below:
 - “MoU” means this MoU executed by the Parties.
 - “UNXT” means the 30 day -3hr/ day skill development training offered free of cost to Final Year youth in Govt. Engineering Colleges under DTE, Government Polytechnics under DTE, and aided higher education colleges under DHE.
 - “Proprietary Information” means trademarks, trade names, and marks, whether registered or not.
 - “Term” means the term of this MoU as stated in clause of this MoU.
- ii. Interpretation. In this MoU, headings and bold type are for convenience only and do not affect the interpretation of this MoU and, unless the context otherwise requires
 - a) A reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders; and
 - b) A reference to an individual shall include his personal representative, successor or legal heir.

2. SCOPE

SUF shall collaborate with DTE & DTE to provide training to students during the term of this MoU. The Parties will describe the Services in one or more Schedule of Works (SOW). This MoU will apply to each and every SOW. SUF may enter into SOW with DTE & DHE under the terms of this MoU, and in such an event, any necessary local legal and other requirements, to the extent of this MOU, will be documented separately in writing, as may be agreed by both parties.

This MoU expresses the spirit of co-operation and the best intentions of the Parties to achieve the purposes stated herein.

3. ROLE OF DTE & DHE

- a) Will facilitate the running of the “UNXT” program in its Govt. Govt. Engineering Colleges under DTE, Government Polytechnics under DTE, and aided higher education colleges under DHE.
- b) The “UNXT” program will run for 3 hours a day per batch and a minimum of 2 batches per trainer for 30 days and will be offered free of cost.
- c) Will provide all the necessary infrastructure at its colleges/polytechnics to ensure smooth running of the program. Infrastructure includes (i) a classroom and (ii) a Projector or a TV (iii) Internet connection.
- d) DTE & DHE will appoint a nodal officer to be a Single point of Contact. This officer

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will work closely with SUF team to ensure smooth implementation of the UNXT Program. This officer will be authorised officially to do so.

4. ROLE OF SUF UNDER "UNXT" Program:

- a) Will conduct the UNXT training for 3 hours per batch and a minimum of two batches per day, spanning over 30 working days in each college/polytechnic.
- b) Will provide access to an e-learning app with over 600 videos and questions to the youth who attend the UNXT program.
- c) Will provide a UNXT digital certificate to students who match the attendance requirement of 90% (27 days of attendance).
- d) SUF will assure a job for students who approach them. The jobs will be in Metro Cities and in reputed companies with social securities like ESI & PF.
- e) The salaries offered by these companies will be in line with the market.
- f) SUF will collect data of students (including Aadhar) and will upload all relevant data onto NSDC portal.

5. IMPACT OF THE PROGRAM

- SUF is working on a platform with all necessary filters for industry, to facilitate hiring.
- DTE & DHE will inform Industry Bodies and large companies in the state to try and hire from this platform as the trained candidates would be of higher quality than what they will find in the market.

6. CONFIDENTIALITY

During the term of this MoU, either Party may receive or have access to technical or Proprietary Information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing Party considers to be confidential ("Confidential Information"). In the event Confidential Information is to be disclosed, the Confidential Information shall be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, shall be designated as confidential in writing by the disclosing Party summarizing the Confidential Information disclosed and sent to the receiving Party within thirty (30) days after such oral disclosure.

Confidential Information may be used by the receiving Party only with respect to the performance of its obligations under this MoU, and only by those employees of the receiving Party and its subcontractors who have a need to know such information for purposes related to this MoU, provided that such subcontractors have signed separate MoUs containing substantially similar confidentiality provisions. The receiving Party shall protect the Confidential Information of the disclosing Party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving Party uses to protect its own confidential information of like nature. The receiving Party's obligation shall be for a period of one (1) year after the date of disclosure.

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The obligations stated above shall not apply to any information which is:

- Already known by the receiving Party prior to disclosure.
- Publicly available through no fault of the receiving Party.
- Rightfully received from a third Party without a duty of confidentiality.
- Disclosed by the disclosing Party to a third party without a duty of confidentiality on such third party.
- Independently developed by the receiving Party prior to or independent of the disclosure.
- Disclosed under operation of law.
- Disclosed by the receiving Party with the disclosing Party's prior written approval.

7. TERMS OF COLLABORATION

This MoU is effective from the date of Signing and is valid for three years viz. 2023-26. The continuity of the MoU may be decided by either party after successful completion of the aforesaid term.

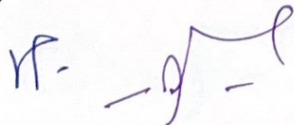
DTE, DHE and SUF shall jointly review progress of programme and will form the basis for subsequent actions to grow the collaboration, including launching of new programmes and future developments.

8. LIMITATION OF LIABILITY

In no event shall SUF be liable for any incidental, punitive, direct, Indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software, courseware, and other inputs or services provided under this MoU, the provision of information and related content through the software and other inputs, or services or otherwise, arising out of the use of the software and other inputs or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages

9. INTELLECTUAL PROPERTY OF SUF

DTE & DHE acknowledges and agrees that with respect to goods and services, including marketing collaterals (if any) and other inputs received by them from SUF, no copyrights, trademarks, intellectual property rights or other pecuniary benefits are granted by SUF, to DTE & DHE, either expressly, by implication, inducement, estoppels or otherwise.



10. GENERAL CLAUSES

- I. No Agency: The Parties hereto agree DTE, DHE and SUF is executing this MoU on a principal to principal basis. Nothing herein contained shall constitute any Party as an agent, legal representative, partner, subsidiary, joint venture or employee of the other Party. No Party shall have the right or power to, and shall not bind or obligate in any way, manner or thing whatsoever, the other Parties nor represent to the contrary.
- II. Entire MoU: This MoU constitutes the entire MoU between the Parties and shall prevail over any other MoU relating to the subject matter hereof. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.
- III. Non-Waiver: Any Party to this MoU may (a) extend the time for performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of any other Party contained herein or in any document delivered by the other Party pursuant thereto or (c) waive compliance with any of the MoUs or conditions of any other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this MoU. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.
- IV. Governing Law: This MoU (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this MoU or its formation) shall be governed by and construed in accordance with laws of India.
- V. Jurisdiction: The Parties agree that only the Courts in Mumbai shall have jurisdiction to entertain any proceedings related to this MoU whether during pendency, or after termination. No other Court shall have jurisdiction under this MoU.
- VI. Non Assign-ability: The rights and obligations incumbent upon the Parties pursuant to the provisions hereof shall not be ceded or assigned in any circumstances to any third party except as may be agreed. The prior, written consent of SUF shall be required by DHE for assigning its rights and obligation under this MoU to an associate, affiliate or franchisee for the purpose of this MoU.
- VII. No Disclosure: neither the execution of this MoU or its terms shall be disclosed to any other person by either of the Parties without prior written consent of the other Party unless disclosure is required by Applicable Law or the Laws of India

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[Signature]

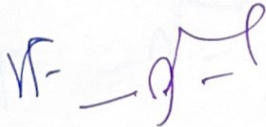
and disclosure shall then only be made after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of disclosure.

- VIII. Expenses: Save as expressly otherwise provided here in, each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this MoU or any other MoU incidental to or referred to in this MoU.
- IX. Severability: Each of the provisions contained in this MoU shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this MoU.
- X. Amendment: This MoU may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties.
- XI. No Third Party Beneficiaries: This MoU is solely for the benefit of the Parties hereto and no provision of this MoU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this MoU.
- XII. Counterparts: This MoU may be executed in any number of counterparts and by the several Parties hereto on separate counterparts, each of which when so executed, shall be an original, but all the counterparts shall together constitute one and the same instrument.
- XIII. Course Recognition: By signing this MoU, the said course stands recognized by Higher and Technical Education Department (HTED), Government of Maharashtra.
- XIV. Survival: The provisions of Clauses 5, 8 and 9, shall survive the termination or expiration of this MoU.

11. FORCE MAJEURE

For the purpose of this MoU, the 'Force Majeure Event' means anything outside the reasonable control of a Party including fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labour dispute, civil disorder, riot, act of civil or military authority, act of public enemy, terrorist threat or activity, war (declared or undeclared), act of god, act or omission of carriers or suppliers, restriction of law, regulation, order or other acts of regulatory or governmental agency(ies), interruption or failure of telecommunication or digital transmission link, Internet failure or delay but excluding the occurrence of such events with respect to another customer of the Party.

Neither Party shall be responsible or liable for, or deemed to be in breach of this MOU because of any failure or delay in complying with its obligations under this



MOU, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the affected party to the extent that such failure or delay would have nevertheless been experienced by the Party had such Force Majeure event not occurred.

12. DISPUTE RESOLUTION

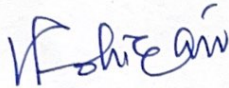
1. Any dispute arising from or out of the performance of this MoU shall first be settled by the Parties amicably. In case, no amicable settlement can be reached, then such dispute shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each Party will be entitled to appoint one arbitrator and the third arbitrator will be appointed with the consent of two arbitrators. The panel of three arbitrators will arbitrate disputes and the decision of the arbitral tribunal will be final and binding on both the Parties. The expenses of the arbitration will be share equally by the parties to the MoU.
2. The venue of arbitration shall be Mumbai and the language of arbitration shall be English.
3. The award shall be rendered in the English Language and shall be final and binding between the Parties.

13. TERMINATION BY CAUSE:

- (i) Each Party shall be entitled to terminate this MoU in the event of failure on part of the other Party to rectify or remedy any material breach of its obligations pursuant to and under the MoU within [30] thirty calendar days of receipt of written notice in this regard from non-defaulting Party.
- (ii) Each Party shall have the right to terminate this MoU with immediate effect by written notice if the following events occur:
 - a) Other Party is wound up, liquidated or for any other reason ceases to carry on its business or transfers its business to another entity;
 - b) A decree or order by a court or governmental agency or authority for the appointment of a receiver or liquidator for the assets and properties of other Party in liquidation proceedings, readjustment of debt, marshalling of assets and liabilities or similar proceeding and the interim order is not vacated within seven [7] calendar days from the date of its issuance.
 - c) Termination without cause and/or for Convenience: The Parties shall have the right to terminate this MoU without assigning any reason by giving a sixty (60) calendar day's prior written notice to the other Party.

Notices: Any notice provided for or permitted under this MoU will be treated as having been given when a) delivered personally, b) sent by confirmed telecopy, c) sent by commercial overnight courier with written verification of receipt, or d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as having been received upon actual receipt or five days after posting whichever is earlier.

For and on behalf of DHTE

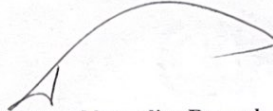


1. Dr Vinod M Mohitkar
Director
Technical Education,
Maharashtra State, Mumbai



2. Dr Shailendra Deolankar
I/c Director
Higher Education,
Maharashtra State, Pune

For and on behalf of SUF



I A Padmanabhan alias Ramesh Swamy
Director

