



3.7.2 Details of functional MoUs with institutions of national, international importance, other universities, industries, corporate houses etc. during the year (only functional MoUs with ongoing activities to be considered) 2023-24



Memorandum of Understanding

between

B. K. Birla College (Autonomous), Kalyan

and

Snapper Future Tech Pvt Ltd

901, Montreal Business Centre, Tower II, Pallod Farms, Baner Road, Pune 411045

B. K. Birla College of Arts, Science & Commerce, Kalyan and Snapper Future Tech Pvt Ltd (SFT) an Enterprise Blockchain Development Company, hereby agree to have an Academic Collaboration between each other, in the following areas of mutual interest.


- Establishing a Blockchain Centre of Excellence
- Blockchain Training Programs for Students & Faculty
- NASSCOM Certified Blockchain Programs for Students
- Joint offering of Blockchain Diploma and Elective Programs
- Internship Opportunities for Students
- Issuance of Academic Certificates using Blockchain Technology (SnapCert)
- Joint Commercial Project Development using Blockchain Technology

The collaboration is valid for a period of 3 years from this date and is further renewable based on mutual consent. Also, either side can terminate the same with one-month notice, without assigning any reasons whatsoever.

Snapper Future Tech

B. K. Birla College (Autonomous), Kalyan

Name: **Naresh Jain**
Designation: **COO, Snapper Future Tech Pvt Ltd**


Name: **O. R. Chitlange**
Designation: **Chairman**

Witness:
Name: **Shihas Kunju**
Designation: **Lead, Training Division of SFT**


Witness:
Name: **Dr. Naresh Chandra**
Designation: **Director (Education)**





**THE CENTER
OF EXCELLENCE**

MOU for Worlds first Online Centre of Excellence by Quantum Learnings

1. This Memorandum of Understanding is being executed on **23rd March 2023** between M/s Quantum Learnings. A Microsoft–GTP (Global Training Partner) and Certiport CATC having its Registered office at 193, 3rd Floor, Vinobhapuri, Lajpat Nagar-II, NewDelhi-110024 and represented by Mr. Sandeep Giyyan JJethani (Director Institutional, Collaboration) hence **for purpose of MOU known as 'Delivery Partner' B. K. Birla College (Autonomous), Kalyan, Maharashtra, India** and represented by **Principal Dr. Avinash Patil** hence **for purpose of MOU known as 'Resource Partner'**.
2. As part of world's first online Quantum Learnings Centre of Excellence, resource partner would get to offer programs mapped and bundled with Certifications through its CATC, for exams of **Microsoft, Apple, Autodesk, IBM, Adobe, Mississippi State University, University of Texas**, for their students all streams like Commerce / Management / PG / IT/ CS, ECE, E&TC, EEE, Mechanical, Civil, Architecture, etc., in online / Hybrid mode.
3. **'RESOURCE PARTNER "University / College"' is not required to make any investment for the COE program.**
4. **College Commits to provide a min guarantee of number of students enrolled in the program based on any one of the below mentioned slabs**

Sr no	Min students required slabs	Total hours for each batch	Online portion for each batch	Free Offline sessions / bundled workshop if there is min batch of 240 + students	CSR Sponsored Price
1	240	30	15 hrs.	4 man days of sessions in college	Rs 799 + GST
2	360	30	15 hrs.	6 man days of sessions in college	RS 699 +GST
3	480	30	15 hrs.	8 man days of sessions in college	RS 499 +GST
4	600	30	15 hrs.	10 man days of sessions in College	RS 450+GST
5	800+	30	15 hrs.	12 man days of sessions in college	RS 399+GST

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5. Additional benefits / value additions bundled for students in **Mass Skilling Program (MSP)** offered under COE as part of CSR through mentorrbuddy.com. College will also get Center of Excellence for Data Science, AI & cyber Security.

Sr no	Benefit Category	Benefit Type	Delivery Mode
1	Soft skills	Resume writing Interview Prep Communication Linden profile creation	Live Online on weekends
2	Technical	Technical Prep resources	Available through mentorrbuddy.com
3	General Placement prep	Learning resources for Aptitude prep on	Available through mentorrbuddy.com
		Company Specific Mock test prep Resources on mentorrbuddy.com	Available through mentorrbuddy.com
4	Projects	Connect with Microsoft Imagine Cup Project competition	Microsoft Initiative
5	Internship Connect	Students would be provided access to our Virtual Internship portal	Available through mentorrbuddy.com

6. **Benefits also available for students under Future Skills prime for FSP (Certification) and for some programs under GOI Incentive.**
7. **Benefits for faculties under the MOU for COE & MSP**

Sr no	Benefit Category	Benefit Type	Offered by
1	Faculty Development Programs	Free Live Online Faculty Development Programs by Quantum Learnings on various subject matters offered throughout the year with participation certificates	Quantum Learnings
2	Certification & MIE	Free connect and participation in the Microsoft Innovative educator trainings and free recognition and achievement badges o completion of the MIE program	Microsoft initiative -connected through Quantum Learnings Microsoft GTP

8. **The tenure of the MOU will be for minimum 3 years. i.e. from 23rd March 2023 to 22nd March 2026, however fees paid is applicable for one program per student per year, the contract will be renewed after every three years.**
9. **Trainings will be conducted in live Online / Hybrid based on the slabs chosen by the Institution as per the slots provided by Quantum Learnings.**

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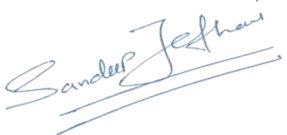
10. If college opted for bulk program then payment for the committed number of students has to be provided in one shot.
11. In case of bulk program Since this programs funding for execution is based on min number of student
12. committed model, we cannot decouple / breakup billing/ invoice w.r.t each batch separately so only one single invoice will be raised and payments will be released in one shot once the batch starts and cannot be delayed beyond one month of the starting of execution of the same.
13. **Payment should be made 100% advance in favor of Quantum Learnings.**
14. **College Share is 20% on base price (with reference to point no. 4) depends on the slab chosen by college, Quantum Learnings will provide the share to the college accordingly.**
15. Quantum learnings will provide a list of programs available for each year for the college to select.
16. **The trainings would be scheduled during college hours, students would be offered slots worked out as per mutual agreement between college and Quantum Learning.**
17. Students would be issued a participation certificate for each program they are enrolled in and a vendor specific completion certificate as and where applicable, once they complete their goal assigned by college.
18. College will be communicating about the goals to be set for their students from the respective departments based on the level of students.
19. College will be deciding and allocating the programs for students of each year based on the program list provided by Quantum Learnings.
20. College will be able to generate a consolidated student performance report for each student as per the format available in mentorrally.com
21. **As part of QUANTUM LEARNINGS Centre of Excellence, college would get access to mentorrally.com a smart AI based placement and aptitude preparation portal.**
22. **'RESOURCE PARTNER College / University' will get campus wise COE license for student's faculties based on the total strength in the campus.**
23. In-case if students voluntarily opts for International certification most exams are conducted in online mode however if the same is conducted in offline mode the, resource partner would provide the necessary infrastructure, like labs with computers, LCD projectors, internet etc. and for that duration would allocate time slot for the execution of the same as per mutual consent.
24. And prices of Certification and other related services are subject to revision as per the policy and changes due to impact of dollar price or any change in state or central govt taxes as and when applicable. However, same would be updated on the portal well in advance and same will be communicated to NDC in advance.

For
B. K. Birla College (Autonomous), Kalyan
Maharashtra

Dr. Avinash Patil

For
Quantum Learnings,
New Delhi

Mr. Sandeep Giyyan JJethani


For Quantum Learning's



महाराष्ट्र MAHARASHTRA

2022

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प्र. कोषागार कर्मचारी, उन्हासमथ

मु.प्र.प. दिनांक

28 FEB 23

8 MAR 2023

प्र. कोषागार कर्मचारी, उन्हासमथ

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) made and executed on 10th day of March 2023 at Kalyan,

BETWEEN

Grasim Industries Limited (Unit -Century Rayon) company incorporated under the provisions of the Companies Act, 1956 (as amended) and having its registered office at Birlagram, Nagda, Madhya Pradesh and its operations Site at P.B.No.22, Murbad Road, Shahad (herein after called as the "GIL/Company") represented herein by Shri Digvijay Pandey (Unit Head) (which expression include their successors and assigns, unless such inclusion is inconsistent with the context or meaning thereof) of the FIRST PART.

AND

B K Birla College of Arts, Science & Commerce (Autonomous) Kalyan having its address at B.K. Birla College road, Kalyan West, represented herein by its Principal Dr. Avinash Patil (hereinafter referred as "BKBC/College") (which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns) of SECOND PART.

1 | Page



Company and College are hereinafter individually referred to as the "Party" and collectively as "Parties".

Now this MOU Witnesseth for the parties herein and in the interest of creating green environment as well as developing, greening and maintaining Parks and Gardens in the College.

Now therefore, in consideration of the mutual covenants contained herein and hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Scope of Work

- 1.1 The Company shall make an activity proposal for development and management of selected Park/Garden area in consultation with the technical team and will submit the same to the College.
- 1.2 By this MOU, Company agrees to look after maintenance of green belt of B. K. Birla College, having space for garden nearby College premises at above mentioned address and total area is 37658 Sq. Mt. and the area to be developed under Green Belt is approximately around 6982.46 Sq. Mt. This is to improve green cover and which would help in improving environment and meet GIL's (Unit Century Rayon) EC conditions.
- 1.3 The Company agrees for maintenance of green belt involves, watering, soiling, plantation, manure, and other activities that will help in improving quality of green cover.
- 1.4 That if activity duration, activities and/or financial outlays need to be extended/changed so desired by any of the parties, that can be done through mutual consent of the parties.
- 1.5 That any other activity to be done in the park will be in accordance with the compliance of all the environment laws and other laws in force and action. GIL shall supervise to ensure all the measures to keep the park/garden neat, clean and green.
- 1.6 Garden Co-ordinators will make reasonable efforts, as advised by Company, not to plant any poisonous plants that might be eaten in error or that have toxic sap, and to remove plants and weeds that might be hazardous.
- 1.7 College hereby authorizes the GIL to perform the following gardening services: -
 - A. GIL shall provide financial help for expertise in garden design and maintenance, which would include plant selection and placement.
 - B. GIL shall provide the volunteers to assist in inspection and maintenance of Garden during the growing season, including times when College is not in session.

2. Term: -

- 2.1 This MOU shall be for the term of Five years effective from 1st March 2023 unless terminated earlier in accordance with the terms herein. It may be, renewed by mutual

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consent for further periods of Five years by mutual consent and in writing by both the parties.

2.2 This MOU can be terminated any time by either party by giving 30 days' notice in writing to the other party. In the event of material breach of any obligations and terms of this MOU by either Party, shall have right to terminate this MOU by 7 days written notice.

2.3 The Company shall pay Rs.30000/- per month to the College for the development of selected Park/Garden area which is approximately around 6982.46 Sq. Mt.

3. Entire Contract:

This MOU contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or MOU not set forth herein.

4. Force Majeure Event:

Force Majeure Event shall mean any event or circumstance or a combination occurring set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

a. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, epidemic, pandemic, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Activity.

b. Radioactive contamination, ionizing radiation.

c. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.

d. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per this MOU cannot be applied;

e. Strikes or boycotts or industrial action or any public agitation of any kind;

f. Any event or circumstances of a nature analogous to any of the foregoing.

That the existence of unforeseen matters/contingencies/situation in the normal working as well as addition/deletion in the rules/regulations shall be resolved mutually agreed in writing by all the parties. Relaxation can also be granted by mutual consent if situations like floods, earthquakes or other natural calamities beyond control will occur during the activity period.

5. No Breach of MOU:

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this MOU in so far as such inability arises from an event

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of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this MOU.

6. STATUTORY OBLIGATIONS

Company undertakes to conduct all its activities and operations within the ambit of relevant laws, and hereby indemnifies College from / against any and all claims, liabilities, penalties, damages, costs, expenses (including without limitation attorney's and expert fees) or awards of judgement which may be rendered upon any claim against College arising from any breach of this MOU or any negligence or wilful misconduct or failure to comply with any applicable laws, orders or regulations by Company.

7. Assignment:

This MOU, or any right or interest under this MOU, may not be assigned or delegated without the Parties' prior written consent. This MOU shall inure to the benefit of and be binding upon each party, its successors and assigns. No assignment shall relieve either party of the performance of any accrued obligation.

8. Indemnity:

Parties hereby agree to indemnify and keep indemnified the other Party from all losses and damages suffered by it any claims, suits, litigation, etc. whatsoever filed by any third party, against the Other Party a claim or a suit for damages etc. for any reason whatsoever except riots, communal disharmony or acts of God.

9. Governing Law and Dispute Resolution.

This MOU shall be governed by and construed in accordance with Indian law and Courts in Dist-Thane shall have exclusive jurisdiction in respect of any dispute arising out of this MOU. In the event of the Parties failing to settle or resolve the dispute amicably between themselves shall be referred to the Senior executive of the Parties. In case the dispute is not resolved thereafter, the same shall be referred to a sole arbitrator to be appointed by the consensus of the Parties within 30 days of written notice to the either party, under the Arbitration and Conciliation Act 1996 (as amended). The arbitration proceedings shall be conducted in English language and the venue of the Arbitration shall be Kalyan and the cost of the arbitration proceeding would equally be shared by both the Parties unless decided otherwise by the arbitration pursuant to award of Arbitration.

10. Notices.

Any notice required or permitted to be given under this MOU shall be in writing, shall specifically refer to this MOU and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing

11. Consent or Waiver:

No alteration, consent, waiver, amendment, change or supplement hereto shall be

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binding or effective unless the same is set forth in a writing signed by each of the Parties.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS MOU AS OF THE DATE SET FORTH ABOVE.

**FOR GRASIM INDUSTRIES
LIMITED (Unit-Century Rayon)**

For B.K. Birla College

Name : Digvijay Ranley

Designation: Unit Head

Authorized Signatory

Date :

Witness :

Sign

Name: *Pooja R. Shah*

Name: Avinash Patil

Designation: Principal

Authorized Signatory

Date :

Witness :

Sign

Name : *Dr. Naresh Chandra*

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**Memorandum of Understanding
between**

**B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan
and
Mohindar Singh Kabal Singh Degree College of Arts and Commerce, Kalyan,
The Mentee Institution
under**

NAAC MARGDARSHAN Scheme (2022 - 23)

B. K. Birla College (Autonomous), Kalyan has been approved as Mentor Institution under the NAAC – MARGDARSHAN – a quality promotion initiative Scheme (2022-23) to inspire all accreditation aspirant HEI's to come in fold of accreditation through mentoring as is desired by NEP-2020. Duration of project shall be of three months.

Given below is the MoU by which B. K. Birla College (Autonomous), Kalyan and Mohindar Singh Kabal Singh Degree College of Arts and Commerce, Kalyan, (Mentee Institution) (Non - Accredited Colleges) agree to implement the MARGDARSHAN Scheme of NAAC (2022-23).

This MoU is being signed between B. K. Birla College (Autonomous), Kalyan (Mentor Institution) and Mohindar Singh Kabal Singh Degree College of Arts and Commerce, Kalyan, (Mentee Institution) to bring all aspirant Higher Education Institutions in the fold of NAAC accreditation through handholding and mentoring under the NAAC - MARGDARSHAN Scheme (2022-23).

B. K. Birla College (Autonomous) will work as a facilitating institution to provide help, support and guidance to enable the Mentee Institution to upgrade its academic performance and get accredited for the 1st Cycle of Accreditation by NAAC, under MARGDARSHAN Scheme (2022 - 23).

Mentor Institution will provide training to the faculty and staff for proper processes, documentation and presentation. It will share knowledge, information and resources with Mentee Institutions. It will also provide opportunities for research collaboration, faculty development, guidance and encouragement to Mentee Institutions to adopt best practices.

Mentor Institution will give a new sense of educational social responsibility (ESR) to HEI. Mentor HEI shall get recognition and more visibility in academic fraternity.

An implementation plan will be developed with clear timeline and schedule for monitoring of progress.

Execution of implementation plan may include various activities like mentor-mentee meetings, developing strategies, defining goals and deliverables.

Mentee Institution will get the confidence. The Profile of Institution will get enhanced in all criterions of NAAC which will institutionalize quality culture, proper understanding of the process will make the HEI presentable with required documents as per SOP and they will receive direct experienced support and guidance from expertise in regional language.

The Mentee Institution will not have any financial liability.

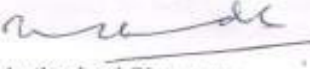


The Workshop / Seminar / Invited Guest Lectures / Guidance Sessions / Meetings, etc. will be organized by B. K. Birla College (Autonomous), Kalyan at Mentor / Mentee Institution with the financial assistance provided under NAAC - MARGDARSHAN Scheme.

The MoU is acceptable to both the institutions and would be effective from 1st March 2023 and will be valid up to 30th May, 2023.

This MoU is only to express the intentions of the Mentor and Mentee Institution. Both the institutions acknowledge this MoU. All the rules and regulations of NAAC – MARGDARSHAN scheme will be followed.


Principal



Authorized Signatory

B. K. Birla College (Autonomous), Kalyan

(Mentor Institution)




Principal


Authorized Signatory

MOHINDAR SINGH KABAL SINGH
DEGREE COLLEGE OF ARTS & COMMERCE
KALYAN, BHIVANDI ROAD,
KALYAN, DIST. MIDC, MH-401 504

(Mentee Institution)



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**Memorandum of Understanding
between**

**B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan
and
Dnyan Ganga Education Trust's Degree College of Arts, Commerce and Science, Thane,
The Mentee Institution
under
NAAC MARGDARSHAN Scheme (2022 - 23)**

B. K. Birla College (Autonomous), Kalyan has been approved as Mentor Institution under the NAAC – MARGDARSHAN – a quality promotion initiative Scheme (2022-23) to inspire all accreditation aspirant HEI's to come in fold of accreditation through mentoring as is desired by NEP-2020. Duration of project shall be of three months.

Given below is the MoU by which B. K. Birla College (Autonomous), Kalyan and Dnyan Ganga Education Trust's Degree College of Arts, Commerce and Science, Thane, (Mentee Institution) (Non - Accredited Colleges) agree to implement the MARGDARSHAN Scheme of NAAC (2022-23).

This MoU is being signed between B. K. Birla College (Autonomous), Kalyan (Mentor Institution) and Dnyan Ganga Education Trust's Degree College of Arts, Commerce and Science, Thane, (Mentee Institution) to bring all aspirant Higher Education Institutions in the fold of NAAC accreditation through handholding and mentoring under the NAAC - MARGDARSHAN Scheme (2022-23).

B. K. Birla College (Autonomous) will work as a facilitating institution to provide help, support and guidance to enable the Mentee Institution to upgrade its academic performance and get accredited for the 1st Cycle of Accreditation by NAAC, under MARGDARSHAN Scheme (2022 - 23).

Mentor Institution will provide training to the faculty and staff for proper processes, documentation and presentation. It will share knowledge, information and resources with Mentee Institutions. It will also provide opportunities for research collaboration, faculty development, guidance and encouragement to Mentee Institutions to adopt best practices.

Mentor Institution will give a new sense of educational social responsibility (ESR) to HEI. Mentor HEI shall get recognition and more visibility in academic fraternity.

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The Mentee Institution will not have any financial liability.

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The Workshop / Seminar / Invited Guest Lectures / Guidance Sessions / Meetings, etc. will be organized by B. K. Birla College (Autonomous), Kalyan at Mentor / Mentee Institution with the financial assistance provided under NAAC - MARGDARSHAN Scheme.

The MoU is acceptable to both the institutions and would be effective from 1st March 2023 and will be valid up to 30th May, 2023.

This MoU is only to express the intentions of the Mentor and Mentee Institution. Both the institutions acknowledge this MoU. All the rules and regulations of NAAC – MARGDARSHAN scheme will be followed.

Principal

Authorized Signatory

B. K. Birla College (Autonomous), Kalyan

(Mentor Institution)

Principal

Authorized Signatory

Dnyan Ganga Education Trust's
Degree College of Arts, Commerce
and Science, Thane

(Mentee Institution)

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**Memorandum of Understanding
between
B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan
and
Utkarsha College of Arts, Commerce and Science (IT), Bhatsai - Vasind
The Mentee Institution
under
NAAC MARGDARSHAN Scheme (2022 - 23)**

B. K. Birla College (Autonomous), Kalyan has been approved as Mentor Institution under the NAAC – MARGDARSHAN – a quality promotion initiative Scheme (2022-23) to inspire all accreditation aspirant HEI's to come in fold of accreditation through mentoring as is desired by NEP-2020. Duration of project shall be of three months.

Given below is the MoU by which B. K. Birla College (Autonomous), Kalyan and Utkarsha College of Arts, Commerce and Science (IT), Bhatsai – Vasind, (Mentee Institution) (Non - Accredited Colleges) agree to implement the MARGDARSHAN Scheme of NAAC (2022-23).

This MoU is being signed between B. K. Birla College (Autonomous), Kalyan (Mentor Institution) and Utkarsha College of Arts, Commerce and Science (IT), Bhatsai – Vasind, (Mentee Institution) to bring all aspirant Higher Education Institutions in the fold of NAAC accreditation through handholding and mentoring under the NAAC - MARGDARSHAN Scheme (2022-23).

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 Principal
 Authorized Signatory 22/2/23



B. K. Birla College (Autonomous), Kalyan

(Mentor Institution)

Principal Authorized Signatory

Utkarsha College of Arts, Commerce and Science (IT), Bhatsai – Vasind

(Mentee Institution)

 Chairman
 Principal
Utkarsha College of Arts, Commerce & Science, Vasind (IT), Bhatsai, Dist. Thane.

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**Memorandum of Understanding
between
B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan
and
Shahu Shikshan Sanstha's Matoshree Velbai Devji Hariya College of Arts, Commerce and
Science, Shahad
The Mentee Institution
under
NAAC MARGDARSHAN Scheme (2022 - 23)**

B. K. Birla College (Autonomous), Kalyan has been approved as Mentor Institution under the NAAC – MARGDARSHAN – a quality promotion initiative Scheme (2022-23) to inspire all accreditation aspirant HEI's to come in fold of accreditation through mentoring as is desired by NEP-2020. Duration of project shall be of three months.

Given below is the MoU by which B. K. Birla College (Autonomous), Kalyan and Shahu Shikshan Sanstha's Matoshree Velbai Devji Hariya College of Arts, Commerce and Science, Shahad, (Mentee Institution) (Non - Accredited Colleges) agree to implement the MARGDARSHAN Scheme of NAAC (2022-23).

This MoU is being signed between B. K. Birla College (Autonomous), Kalyan (Mentor Institution) and Shahu Shikshan Sanstha's Matoshree Velbai Devji Hariya College of Arts, Commerce and Science, Shahad, (Mentee Institution) to bring all aspirant Higher Education Institutions in the fold of NAAC accreditation through handholding and mentoring under the NAAC - MARGDARSHAN Scheme (2022-23).

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Principal


Authorized Signatory

B. K. Birla College (Autonomous), Kalyan

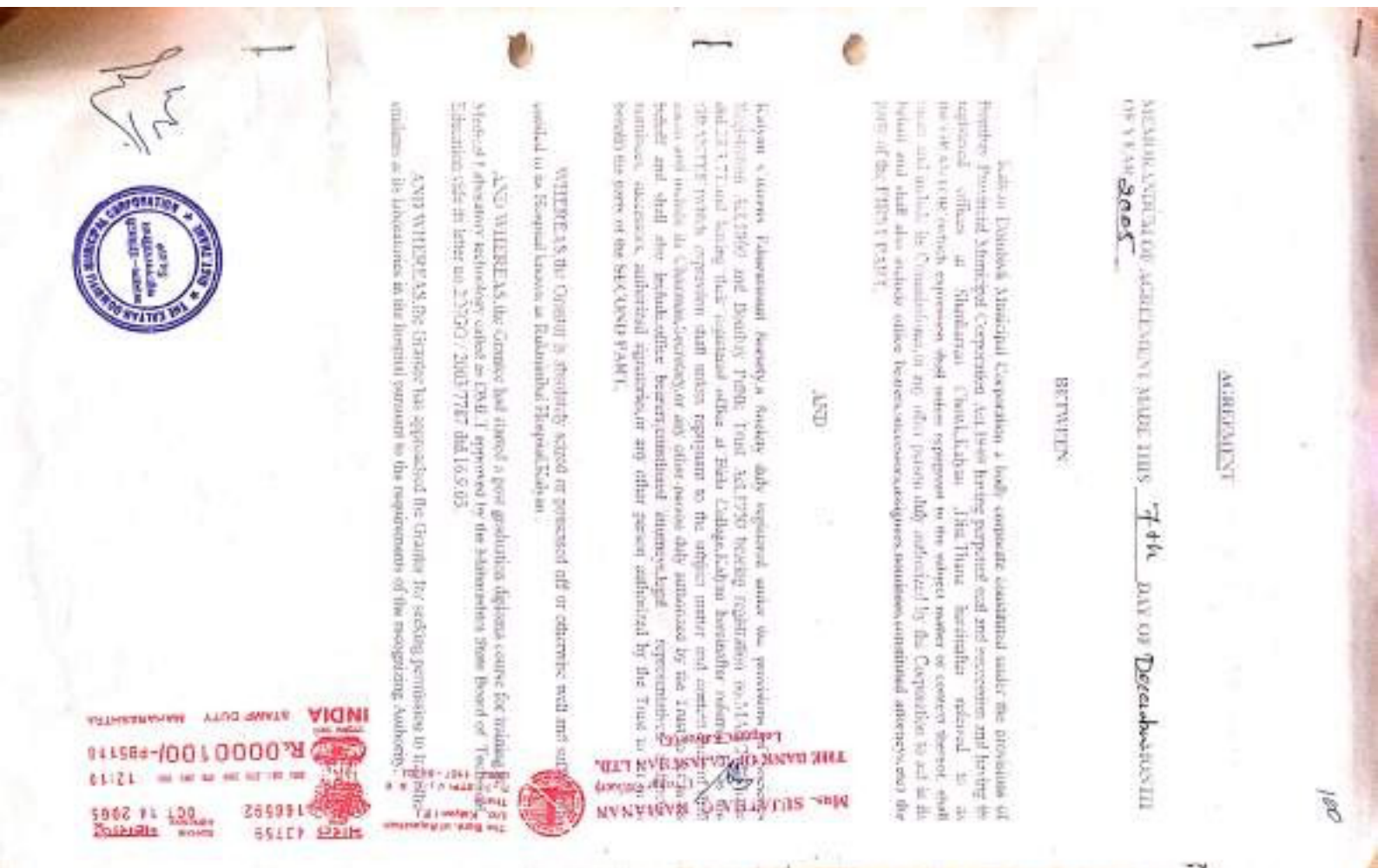
(Mentor Institution)


Principal

Authorized Signatory

Shahu Shikshan Sanstha's Matoshree
Velbai Devji Hariya College of Arts,
Commerce and Science, Shahad

(Mentee Institution)





AND WHEREAS the Grantor after carefully considering the benefits that shall accrue by giving permission which would promote public health, safety, convenience, and the benefits that shall flow to the students undergoing such training as enshrined under Section 66(21) of the Bombay Provincial Municipal Corporation Act, 1949 vide its Resolution No.90 dtd.29.11.04. passed by the Corporation at its General Body meeting decides to grant permission to the Students of the Grantor for seeking training through and practical work under the supervision of the Grantor at the laboratory of the Rukmanibai Hospital, Kalyan on the terms, conditions, and stipulations hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

The Grantor hereby accepts the proposal of the Grantee on the terms, conditions and stipulations hereinafter contained.

1. The Grantor hereby agrees to grant permission to make available the laboratory facilities of the hospital to the trainees of the Grantee for a period of five years, commencing from 20/11/04 to 29/11/09
2. The Grantee shall depute its trainees for a period of three months each at the hospitals of the Grantor.
3. During the above stipulated period the trainees shall attend the hospital on all working days from 8.30 a.m. to 3.30 p.m. from Monday to Friday and 8.30 a.m. to 12.30 p.m. on Saturdays.
4. Save as otherwise provided, the period of attendance for practical training during times of emergencies shall be from 8.00 a.m. to 8.00 p.m.
5. The Grantee hereby agrees that the Grantor shall not be entitled to pay any kind of stipend, compensation, allowances, emoluments to the Grantee or any of its staff, for any training or work done by the trainees in the Grantor's hospitals.
6. The Grantee hereby agrees that the trainees shall maintain a complete record of the practical training undertaken during the entire training period. The trainees shall submit such records every week to the concerned Medical Officer for inspection.
7. The Grantee hereby agrees that it shall take all necessary measures to ensure that the conduct of its trainees, teaching staff shall not violate the discipline of the Grantor's hospital or cause any disturbance to the staff, patients.
8. The Grantee hereby agrees that it shall make good and pay towards damages, if any arising due to any loss, brokerage to the equipments, instruments by the trainees at the Grantor's hospitals.
9. The Grantee hereby agrees to take overall responsibility of its staff and trainees to ensure that the records or information about any patient is not conveyed to any person either by words, signs or through written communication.
10. The powers and duties of both the parties shall be as to this Agreement.

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- 11) The Grantee hereby agrees that the Grantee shall indemnify and keep indemnified the Grantor against all suits, litigations, legal proceedings or any other legal action arising due to any fault on the part of the trainees, teaching staff or any member of the Grantee.
- 12) The Grantor hereby reserves the right of termination of this agreement on the breach of any of the terms or conditions on the part of the Grantee. The Grantor shall by giving a written notice to this effect, three months or earlier as the situation warrants, may state the date of termination and the agreement shall stand terminated without further confirmation by the Grantor.
- 13) The Grantor however reserves a right to terminate this agreement by giving a one months notice to the Grantee in case if any compelling circumstances beyond the control of the Grantor take place.
- 14) The Grantee hereby agrees that the Grantee shall pay an amount of Rs. 5000/- (in words RUPEES FIVE THOUSAND ONLY) as security deposit to the Grantor until the agreement remains in force. Upon termination or expiry of this agreement whichever is earlier any loss incurred due to damage, destruction of any property of the Grantor shall be recovered from the aforesaid deposit and the remaining amount shall be refunded to the Grantee.

IN WITNESS WHEREOF, both the parties, have hereto and hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
by the withinnamed Kalyan Dombivli
Municipal Corporation, through its
Commissioner, Shri R.D. Shinde, duly
empowered through Resolution No.

_____ 90 dated
29/11/04 in presence of -

1. Dr. Sanjeev Kamble
2. Dr. Bhise Kishor

SIGNED, SEALED AND DELIVERED
by the withinnamed Kalyan Citizens'
Education Society, through its Authorized
Signatory in presence of -

M.D. Bapat
Dr. Mrs. S.N. Chitambar

Commissioner

Kalyan Dombivli Municipal
Corporation, Kalyan.

Authorized Signatory

Kalyan Citizens' Education Society,

Principal

**BIRLA COLLEGE OF ARTS,
SCIENCE & COMMERCE,
KALYAN**





MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is agreed upon and executed on this 1st day of December 2022 at Kalyan;

BETWEEN

B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan having its address at **B. K. Birla College Road, Kalyan (West) – 421 304, Dist. Thane, State - Maharashtra** through its Chairman; (hereinafter referred to as '**BKBCCK**', which expression shall, unless it be repugnant to the context or meaning thereof, include its successors – in office, administrators and permitted assignees) of the **FIRST PART**;

AND

Vidyalankar Institute of Technology (Autonomous), Vidyalankar Marg, Wadala(E), 400037 (hereinafter referred to as the '**VIT**', which expression shall unless it be repugnant to the context or meaning thereof, include its successors – in office, administrators and permitted assignees) of the **SECOND PART**;

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

WHEREAS:

- A)** '**BKBCCK**' is among the noteworthy Premier Autonomous Institution of Higher Education, affiliated to University of Mumbai, catering to the needs of more than 8500+ students. The College offers several UG, PG and Research programs in Arts, Science and Commerce streams.
- B)** VIT is an Autonomous, Premier Institute of Higher and Technical Education offering Engineering and Management Courses. affiliated to University of Mumbai
- C)** BKBCCK has requested 'VIT' to associate and provide expertise ('Scope') as under:
 - a)** To guide students on Data Science, Big Data Analytics, Artificial Intelligence, Machine Learning, Deep Learning and any other upcoming technology/tools
 - b)** Will assist in conducting Expert Lectures / Webinars / Seminars / Workshops 4/ Projects, etc. as per the convenience.
 - c)** Joint research projects and publications, including work by undergraduate and graduate

[Signature]



- d) Student exchange and Faculty Exchange
- e) Visits by faculty, professional staff, and students.
- f) Any other activity of mutual interest to enhance the quality of the program, projects, internships, etc.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE ACTUAL COVENANTS AS HEREIN CONTAINED, IT IS AGREED BY THE PARTIES HEREIN AS UNDER:

1. DEFINITIONS AND INTERPRETATION:

- 1.1 'MOU' shall mean this Memorandum of Understanding executed between **BKBCK** and **VIT**.
- 1.2 'Party' or 'Parties' shall mean **BKBCK** and **VIT** individually and collectively as context may require.
- 1.3 The headings / sub-headings / titles / sub-titles are only for the sake of convenience.

2. FOCUS AREA:

- 2.1. Expert Lectures
- 2.2. Webinars / Seminars / Workshops
- 2.3. Project Guidance
- 2.4. Industrial Visits
- 2.5. Student and Faculty exchange
- 2.6. Hackathons/ codethons and any other co-curricular or extra-curricular activities
- 2.7. Faculty Training

3. RELATIONSHIP:

This MOU relates solely to the intention of the Parties, wherein the Parties i.e. **BKBCK** and **VIT** will work together and shall not extend to any other activity or create a partnership or any joint venture of any sort or act as a Central sponsor for the Scope between the Parties herein under any law of the country.

4. AUTHORITY TO BIND:

No Party shall act on behalf of the other Party to bind the other Party contractually under the terms of this MOU; having first obtained the other Party's written consent/agreement.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION:

- 5.1 'Confidential Information' shall mean all information, including the material and

Amr



licenses or other information if any so given to BKBCK, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by VIT and disclosed by VIT to BKBCK or its faculty which is related to VIT information such as course material, training data, guidance notes, procedures, methodology, etc.

5.2 BKBCK shall use the same care and discretion to limit disclosure of such Confidential Information as it uses with its own information which it desires to protect against unauthorized or unrestricted disclosure and/or against competitive use, including taking steps to:

- a. not disclose such to any third party;
- b. restrict disclosure of Confidential Information solely to those of its students and faculties.
- c. use the Confidential Information provided hereunder only for the limited use described in Section C above.

6. TERMINATION:

- a. This MOU will be valid until it is expressly terminated by either Party on mutually agreed terms, in writing.
- b. Both Parties may terminate this MOU upon 30 calendar days' notice, in writing. In the event of Termination, both parties must discharge their respective obligations.

7. ASSIGNMENT:

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

8. INTELLECTUAL PROPERTY RIGHTS

- a. Both, BKBCK and VIT own significant IP currently. Each Party will remain the sole and exclusive owner of its respective existing IP ("Background IP"). Nothing herein will, nor is it intended to, grant either Party any right, title or interest in or to any of the Background IP of the other Party.
- b. The IP of the content provided in the Scope (as per clause 5.2 C) is the property of VIT and commercialization thereof by BKBCK for any consideration or otherwise is completely prohibited under the Terms of this MOU.

9. CONSIDERATION

The content provided by VIT in the Scope is on account of social responsibility without any consideration and accordingly, no Indian taxes for the same is recoverable. However, if any amount is demanded by the statutory authorities on

[Signature]



account of this transaction, VIT reserves its right to recover the same from BKBCK along with applicable interest and Penalty.

10. CONSEQUENTIAL DAMAGES:

Other than expressly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other Party under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11. SEVERABILITY:

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12. ARBITRATION:

All disputes, differences or claims arising out of or in relation to this MOU will be resolved jointly by the heads of the Parties herein.

13. GOVERNING LAW:

This MOU shall be governed by Law of the Land i.e. India.

14. AMENDMENT:

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representative of both the Parties to this MOU.

15. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties and shall supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement between the parties.



IN WITNESS WHEREOF, the Parties have caused this MOU to be signed and executed by their duly authorized representatives on the day as first written hereinabove.

Vidyalankar Institute of Technology

B. K. Birla College (Autonomous), Kalyan

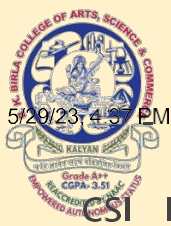
Name: Dr. Sunil Patekar
Designation: Principal

Name: O. R. Chitlange
Designation: Chairman

Witness:
Name: Prof. Varsha Bhosale
Designation: Vice Principal

Witness:
Name: Dr. Naresh Chandra
Designation: Director (Education)





B. K. Birla College of Arts, Science & Commerce, Kalyan

Empowered Autonomous Status

(Conducted by Kalyan Citizens' Education Society)

Affiliated to University of Mumbai

'College of Excellence' status by UGC (2015 - 2020)

Reaccredited by NAAC (4th Cycle) with 'A++' Grade (CGPA - 3.51) (2024-2031)

ISO 9001:2015 Certified

AQAR

2023-24

Ms. P. Miraclin Dories <miraclin@csi-india.org>

Sat 10/1/2022 4:09 PM

To: Principal_Birla College Kalyan <principal@bkbirlacollegekalyan.com>

Cc: Esmita_Gupta <esmita.gupta@bkbirlacollegekalyan.com>; Vinod_Rajput

<vinod.rajput@bkbirlacollegekalyan.com>; Pritam Kamble <pritam.kamble@bkbirlacollegekalyan.com>; Mr. S.

Natarajan <csinhq_accounts@csi-india.org>; Ms. K. Chitra <edaccounts@csi-india.org>

Dear Professor,

Greetings from CSI-ED.

We have processed your Application Form (Institutional Membership).

Your Institutional Membership No - **M10896**

CSI Current Nominating Authority

NA - Name	Mobile No.	Email ID
Dr.Avinash Patil	80801 04048	principal@bkbirlacollegekalyan.com

S.No Member ID

CSI Current Nominee Membership Details

		Nominee Name	Mobile No.	Email Id	Validity
1	F8004470	Esmita Gupta	98202 96320	esmita.gupta@bkbirlacollegekalyan.com	30.09.2027
2	F8004471	Vinod Rajput	93212 34666	vinod.rajput@bkbirlacollegekalyan.com	30.09.2027
3	F8004472	Pritam Kamble	97694 49049	pritam.kamble@bkbirlacollegekalyan.com	30.09.2027

Assigned Professional CSI Chapter - **Mumbai**

Note:- Your Institutional Membership next renewal due date is **1st October 2027**

Hard Copy of Institutional Membership Certificate, three nominees ID Cards & Payment Receipt will take time to dispatch.

Thanks & Regards,

Mrs P Miraclin Dories

Computer Society of India

Academic Institutional Membership & Student Branch

Education Directorate,

National Headquarters,

CIT Campus, IV Cross Road

Thane, Maharashtra - 400 113

<https://oiaa.in/2022/01/10/2022-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000>

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Mail - Pritam Kamble - Outlook

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महाराष्ट्र MAHARASHTRA

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BM 420314

DATA PROTECTION AND HANDOVER AGREEMENT

This Agreement, executed on 22 day of July, 2022, at B. K. Birla College, Kalyan, BETWEEN

B. K. Birla College of Science, Commerce and Arts (Autonomous) Kalyan, represented herein by its Shri O. R. Chitlange (Chairman, Governing Council, BKBC and KBNC) having its address at B. K. Birla College Road, Kalyan West, Thane, MS-421304 (herein after referred to as 'PURCHASER'), (which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators, and assigns) **First Party**.

AND

M/s. MasterSoft ERP Solutions Pvt. Ltd., represented herein by its Vice President (West) Ms. Poonam Nathani having its Registered Office at- 1456-A, New Nandanvan, Nagpur, Maharashtra, India - 440024 and West Zone Office at 202/B-wing, Kanakia Dynasty Business Park, Opp. J. B. Nagar Metro Station, Andheri, East Mumbai----- (hereinafter referred to as 'Supplier') (which expression, unless excluded



22 JUL 2022

[Signature]



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ड्राफ्ट प्रिजेंटेशनसाठी अनुच्छेद.....)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे :

प्रतिज्ञापत्रासाठीचे कारण :

Principal

मुद्रांक विभाग येणाऱ्याचे नांव व उद्दिष्टाची पत्ता : B. K. Birla College of Arts, Science
& Commerce (Autonomous), Kalyan.

महाराष्ट्र शासनाच्या जीवित

मुद्रांक विभाग बाबतची नोंद घ्यावयाची 2338 अ. 29/7/2022

मुद्रांक विभाग येणाऱ्याची उद्दिष्टाची पत्ता :

परवानाधारक मुद्रांक विभागाची सहाय्य : महेंद्र जी. केदार

सहाय्य मुद्रांक विभागाचे ठिकाण : मुद्रांक विभाग, 1100000

सिवाथी नगर, कोलारवाडी, कल्याण पूर्व

म्हणून कारणासाठी ज्यांनी मुद्रांक करीची फेला त्यांनी त्याच कारणासाठी
मुद्रांक करीची येवण्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.





by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns) Second Party -

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

WHEREAS: -

- A. First Party is a Premier Educational Institution (Est. In 1972) named **B.K. Birla College of Science, Commerce and Arts (Autonomous) Kalyan.**
- B. **M/s. MasterSoft ERP Solutions Pvt. Ltd.,** the Second Party is an IT & Management Consulting, Advisory & Innovation, Compliance, *Data Security company based in Nagpur.*
- C. Both Parties, being established organizations and legal entities in themselves, desirous to sign this Agreement for advancing their mutual interest.

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

1. Term:

This agreement is valid for a period of 5 years commencing from the Academic Year 2022-23 to 2027-28 . This agreement can be further extended for another 5 years on the terms & conditions as may be decided mutually at the time of renewal and the same shall be in writing

2. Scope and Objective:

- a) Cloud-based Centralized Campus Management System (CCMS) Enterprise Resource Planning (ERP) is developed, hosted and owned by Supplier, along with its modifications and upgrades (if, as and when made);
- b) The Supplier shall implement the CCMS ERP to the extent of Modules procured by the Purchaser; governed by the Offer Letter issued by



[Type here]



Supplier and the Purchase Order issued by Purchaser;

- c) CCMS ERP is a standard product for all the Clients of Supplier (including Purchaser). It is mutually agreed that party on the second part will provide necessary alterations, customizations / solutions (including data structure, sharing and their report formats) for the functional betterment.
- d) The Supplier may incorporate essential upgrades (assessed as per popular demand - Statutory compliances, Government Resolutions, UGC Norms, University rules and regulations etc.), changes in technology, security concerns, or feasible requests of multiple Clients, and the same shall be available non-exclusively to all the Clients of the Supplier once in every three months or as per requirement for better usage.

3. Responsibilities of Supplier: The Supplier -

- a) shall commence its services within 45 days from the date of Purchase Order / Letter of Intent along with agreed advance payment, or later, as mutually agreed between the Parties;
- b) shall enable the modules of CCMS ERP procured by the Purchaser along with facilities as agreed in the Purchase Order, on Internet Servers (Cloud / VPS) at Supplier designated location(s), and shall grant access to the Purchaser;
- c) shall provide adequate online training and support towards usage and optimum utilization of the CCMS ERP to the selected authorized personnel and users of the Purchaser based on its 'Train the Trainer' model and "one to one basis" as per the needs;
- d) shall provide on-site support towards CCMS ERP as per the Purchaser order;
- e) shall, if so requested in advance by the Purchaser, extend support in the form of configuring the CCMS ERP for important dates like that of Admissions, Examinations and Declaration of Results, in cooperation with the Purchaser;
- f) may, as an academic initiative, offer free course(s), internship(s) or exam(s) to the students of Purchaser, by communicating the same via SMS / WhatsApp / Email / push notifications / post via Purchaser;
- g) may, as a security measure, inspect and analyze the data of Purchaser for exceptions / challenges / corruptions / bugs / frauds / malpractices, and report the same (manually / by auto-generation) via email / post / SMS;

[Signature]





- h) may, if such data needs correction, accordingly, inform the Purchaser to take appropriate action; or may correct common / routine mistakes like spelling errors, allotment of medium to students, defining level of Course(s), etc. as may be essential for generation of reports for MIS, NAAC, etc.;
- i) shall not, modify finance data, exam marks or any other critical data without written consent of the Purchaser;
- j) shall not, under any circumstances, ask for password(s) from Purchaser;
- k) shall not, beyond initial support, undertake data entry or processing work.
- l) The supplier shall abide with the terms and conditions of Purchase Order for Timeline for implementation in utmost professional manner.

4. Responsibilities of Purchaser: The Purchaser –

- a) shall designate Co-coordinators / System Administrator for coordinating with the Supplier for implementation of the CCMS ERP;
- b) shall develop and maintain the infrastructure as required by or required to be modified by the Supplier from time to time, having basic necessities of a healthy Internet connection with high bandwidth, compatible hardware such as display of 1024x768 pixels, Printer, Scanner, Biometric Machine, compatible Software, Web Browser like Firefox, Google Chrome or Internet Explorer, and such other infrastructure, upon the Supplier approving its compatibility and feasibility with the CCMS ERP; however, the Supplier shall only recommend and not supply the same;
- c) shall provide training infrastructure at a centralized location, as required by the Supplier; and shall ensure that its key personnel of the Purchaser are available to receive Demonstrations and Training, who may then train the apposite Users of the Purchaser; Also ensure that Concerned Users are participating in webinars-workshops, Difficulty solving sessions (on-line / Physical) organized by Supplier on CCMS ERP or related topics so that Purchaser's Users will be aware of new facilities in CCMS ERP as well as their doubts / difficulties will be solved by Supplier Expert Team.
- d) shall, upon installation of and receiving training towards the CCMS ERP, access the same only through its authorized personnel upon being exclusively granted secret authorized login User-Ids and Passwords for such access by the Purchaser, and such personnel shall be deemed to be bound at the responsibility of Purchaser with the Terms of this Agreement;



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- e) shall undertake the sole responsibility of entering Data in the CCMS ERP, the same being beyond the responsibility of or access by the Supplier, and therefore, the Purchaser shall alone be responsible to ensure accuracy, authenticity, correctness and legality of such Data;
- f) shall manually get the aforesaid data entered into CCMS ERP, as there is no feature of migration of Data in the CCMS ERP, and it is understood that only the Data from current session can be entered in the same;
- g) shall, in order to secure the Data entered in CCMS ERP, have the liberty to download the same in the form of various reports on a daily basis through scheduled emails and must do so for ensuring backup of the said Data ;
- h) shall, for security reasons, ensure that the reports printed by cash Counter/ Exam staff are always verified and certified by its senior authorities, and that a strict vigil is maintained on cash collection receipts;
- i) shall use A4 sheets of paper weighing 60-100gsm. for printing of Receipts, as the CCMS ERP does not permit its Payment Gateway to use pre-printed sheets, in order to prevent duplication of the Receipts;
- j) shall ensure that neither of its personnel shall share the access password(s) with unauthorized personnel or the team of Supplier, especially since the team of Supplier shall never require the same from the Purchaser;
- k) shall, in order to ensure time-bound support, raise its important support requirements through the online Ticketing System adopted by the Supplier;
- l) shall, in order to protect its own interests, accord written confirmation from higher authority of the Purchaser, as may be requested for by the Supplier;
- m) shall check all alerts sent by the Supplier / PG company via SMS / Whatsapp / Email / push notifications / post, and shall take action deemed apt thereupon;
- n) shall, upon execution of this Agreement, be deemed to have consented the Supplier to communicate with its students for introducing various offers subject to approval from the Purchaser.
- o) shall, prefer online Fees collection via Payment Gateway to reduce the heavy load on its Cash counters.
- p) Any new improvements / modification to the existing CCMS ERP done during implementation of the same with purchaser will be duly accredited to the purchaser and its future use may be as per the terms and conditions of mutually agreed upon..

5. Mutual understanding and Responsibilities:

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- a) The CCMS ERP is normally available for 24 hours x 365 days, and the Purchaser should get 98% uptime on an average; however, for technical reasons beyond the control of Supplier like maintenance, upgrading, server failure, etc., the same may not be available to the Purchaser in part / entirely for some time ranging from few minutes to hours; and the Supplier shall endeavor to remedy such situation at the earliest;
- b) The Supplier may provide extra work and/or Modules beyond the scope of Purchase Order to the Purchaser, upon specifying extra charges towards the same, and upon such charges being paid by the Purchaser; (A separate agreement Annexure - to the existing agreement)
- c) The Parties shall protect any and every Information received from the other Party as Confidential Information including but not limited to any information under the ownership, proprietary and/or responsibility of the other Party (unless specified otherwise), more specifically including the Intellectual Property Rights in the form of but not limited to existing CCMS ERP along with any future updates, modifications, customizations and/or new processes incorporated in the same, so also personal data in the form of but not limited to credentials of students / staff / management, finances, etc., along with mutual communications, negotiations, arrangements, transactions and resolutions;
- d) The Parties undertake to not access or use without consent, misuse, abuse or illicitly use, copy, duplicate, modify, decode, reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, distribute, sell, derive from, timeshare or put to prejudice, such Confidential Information of other Party;
- e) The Parties also undertake not to have, claim or demand any ownership, right, royalty or other benefit over such Confidential Information of other Party;
- f) The Parties shall dispose off the Confidential Information of other Party, if, as and when requested by such Party in the manner of its satisfaction;
- g) The Parties may, without prejudice to the aforesaid, use each other's name, logo, sample data and credentials for reference and marketing purposes with prior permission of either party in writing;
- h) As a goodwill gesture, the Purchaser shall communicate its experience with CCMS ERP to the prospective customers of Supplier, and if required, shall allow them to visit its Campus on mutually convenient dates, for demonstration and discussions, if, as and when requested by the Supplier and agreed by the Purchaser;

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- i) The Purchaser shall also issue written / video Testimonials with respect to the CCMS ERP, if, as and when requested by the Supplier and agreed by the Purchaser in writing ;
- j) Nothing in this Agreement shall prevent the Supplier from submitting due Reports with respect to CCMS ERP as may be required by the authorities like the Central Government, State Government, UGC, NAAC, NBA, Statutory Bodies, or in any demonstrative Presentations and Conferences;
- k) Nothing in this Agreement shall imply an obligation upon the Supplier to share its data structure under any circumstances; and the Purchaser shall not be granted direct access to the database, except through CCMS ERP; However, the college data will be made available in excel form every quarter or whenever required;
- l) The Parties shall together endeavor to protect the data shared between them by deploying best security methodologies, periodic backup schedules and recovery methods; however, in the circumstances beyond their control, like hacking, virus attack, fire outbreak, electric outage, natural calamities, etc., if any data is lost / corrupted / compromised, the Parties shall have limited liability of the Supplier attempting restoration of data from its latest backup and to resume the CCMS ERP, and failing which the Purchaser re-entering lost data;
- m) The Parties shall deploy CCMS ERP only as per this Agreement, and in consonance with the Terms, Conditions and Policies framed by the Supplier from time to time;
- n) It shall be deemed that the Purchaser has (and shall always have) read, understood and bound itself by the standard Terms, Conditions and Policies of the Supplier with respect to CCMS ERP as posted on its official website and modified from time to time, which the Purchaser shall always update itself with;
- o) The Parties undertake not to solicit, obstruct or harass any person / entity concerned with the other Party, during and out of course of this Agreement and for a further period of 36 months after termination of the same.

6. Third-Party Responsibilities:

- a) Upon due diligence, the Supplier has incorporated Third-Party Payment Gateways in CCMS ERP, and the Purchaser may choose one out of the same.
- b) The Supplier has similarly integrated a Third-Party SMS and Email Gateways, common to all the Clients of the Supplier, appropriately governed by norms of the Government of India / Telecom Regulatory Authority of India.

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- c) The Supplier may offer new Gateway option(s) to the Purchaser as per the relevant market, however, to ensure stability of CCMS ERP, the Supplier shall not be able to integrate a new Gateway as per choice of the Purchaser.
- d) The Purchaser shall enter into a direct, independent agreement with such Third-Party providers; and the Supplier shall bear no responsibility in use of the same or in any consequences running therefrom, may it be delay, deficiency or non-fulfillment of Terms agreed between the Purchaser and such Third-Party.
- e) The Purchaser shall, thus bear the sole responsibility of getting acquainted with and monitoring the usage of such Gateways; of negotiations, interactions, certifications and transactions with the same; and of getting its queries / concerns (if any) resolved with such Third-Party.

7. Schedule of Work and corresponding Schedule of Payments:

- a) The Parties shall strictly abide by and follow the Schedule of Work and corresponding Schedule of Payments at defined in the Purchase Order (subject to 5% per year price escalation after 2 years) or as may be mutually decided and agreed in writing by both the Parties.
- b) There shall be no reduction of availed Modules (regardless of non-usage) and/or of the value of Billing as agreed in the Purchase Order.

8. Delay Management:

- a) Any delay caused in fulfillment of responsibilities of the Supplier due to an act, omission or hindrance on the part of Purchaser shall not account as delay by Supplier; and the Purchaser shall provide apt time to complete such work.
- b) Purchaser will abide by the terms and conditions mentioned in the purchase order.
- c) Neither Party shall be responsible for delay caused due to an act, omission or hindrance on the part of Third Party.

9. Suspension and Termination:

- a) This Agreement may be suspended by either Party, upon just cause including breach, non-payment and instances of *force majeure*, continues for that academic year; subsequent to which it may be terminated if such grievance continues;
- b) This Agreement may also be terminated upon the aggrieved Party issuing a written Notice of academic year to such effect, and for

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immediate termination (only) in the cases of insolvency, winding up or liquidation of either Party;

- c) Upon issuing the notice of termination, the Supplier may, at its discretion, provide its support for that academic year; deliver the data of Purchaser in Report format subject to clearance of dues by the Purchaser, erase the same after 90 days; and dispose off the entire data of the Purchaser;
- d) Upon termination, the Purchaser shall immediately cease to use CCMS ERP, service environment, equipment and information of the Supplier; release payments due to the Supplier; return material of the Supplier or purchase the same (if the Supplier so agrees) at the then market valuation or valuation as per books of the Supplier (whichever higher); and shall dispose off the Confidential Information of the either party upon termination;
- e) The Parties shall be at liberty to revive, renew and/or re-execute, amend this Agreement upon mutually decided Terms and agreed between the Parties.

10. Legalities:

- a) The Parties undertake to abide by the Terms of this Agreement and the law in force at the relevant time in the Republic of India;
- b) The Parties, to prevent aggravating adversities, undertake to promptly inform the other party of any breach of the Terms of this Agreement, without suppression.
- c) Each Party shall be solely liable for any loss, injury or damage caused to the other Party, to the extent of its act and/or omission causing the same; and shall indemnify the other Party in such event; to such extent.
- d) Any dispute arising out of this Agreement shall be intimated by the disputing Party to the other Party for attempting amicable resolution, and if such dispute is not so resolved in subsequent 30 days, the disputing Party may initiate Arbitration proceedings in that regard, upon serving the other Party with a Notice of 15 days; then the Parties shall mutually appoint sole Arbitrator to govern Arbitral Tribunal at, /Mumbai India, as per the Indian Arbitration and Conciliation Act, 1996 (as amended); and the Governing Law for all the purposes of this Agreement shall be the laws of Republic of India;
- e) This Agreement, consequential communications and proceedings shall be governed, read and understood in English language;
- f) This Agreement (original) shall be with the Supplier, while its attested photocopy with the Purchaser, both bearing equivalent value in the eyes of law.

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In witness whereof, the Supplier and the Purchaser set their respective hands on this Agreement on this 22 day of July, 2022.

M/s. MasterSoft ERP Solutions Pvt. Ltd.,	B. K. Birla College of Science, Commerce and Arts (Autonomous) Kalyan
(Supplier)	(Purchaser)
Signature & Seal of Authorised Signatory	For KALYAN CITIZENS' EDUCATION SOCIETY  CHAIRMAN Signature & Seal of Authorised Signatory



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