

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this 9th February 2024 between **VMentor.ai** (SMS VANS SKILLING AND ADVISORY PRIVATE LIMITED) of the one part and **Indira College of Engineering and Management, MBA, Pune** referred to as **ICEM** of the other part.

The MOU shall remain in force from **February 2024 to Dec 2024** when the Program covering items listed below under responsibilities of VMentor.ai for 60 students will be conducted for the students of **ICEM Batch 2023-25 for MBA Students**.

I) Responsibilities of VMentor.ai is as follows:

VMentor.ai agrees to provide Sector Knowledge and Sector mentoring to the students of **ICEM** as follows:

1. Identification of Key Companies that come to Campus and their sectors.
2. Mapping these with the priority sector for the Institutes requirements
3. Classification of these companies into A, B, C
4. A, B, C Classification of students based on Academics prior to MBA.
5. Getting the students divided into various Groups as per agreement with institute (Groups of 55-60 OR group of 5 etc)
6. Stages of program execution final presentations as per Annexure 1

The exact dates and timings of the sessions would be mutually agreed upon. Student groups may be aligned with other IGI college (IGSB) for planning and execution purpose. Both VMentor.ai and ICEM recognize that while the overall timelines will need to be met, exact dates, given the above parameters, can be mutually decided upon.

Apart from this, VMentor.ai will encourage ICEM MBA faculty to also participate in the one on many classes etc.as continuous learning etc. (over and above the Scope specified above) will not be a part of VMentor.ai responsibilities and any intervention or help required by ICEM from VMentor.ai in this regard will be governed by a separate agreement and commercials.

Faculty/Mentors: Details of the Faculty/Mentors will be shared before the sessions.

II) The responsibilities of ICEM MBA are as follows:

- 1) ICEM MBA agrees to provide the facility of the classroom, LCD and other facility for the students. It is imperative that a large auditorium for 60 students is made available by ICEM MBA. In case of online sessions, ICEM MBA would provide platform as well as links.
- 2) ICEM MBA is responsible for ensuring the discipline levels of the students for the duration of the workshop, as well as ensuring attendance of these 60 students.
- 3) ICEM MBA will provide administrative help for effective rendering the program.

III) Joint Responsibilities

- 1) ICEM MBA will not contact VMentor.ai mentors directly for any sessions to be conducted outside VMentor.ai MOU. The list of such VMentor.ai mentors will be provided to ICEM for clarity. Likewise, VMentor.ai will also not contact any member of ICEM MBA directly for conducting its sessions in other Institutes within or outside Indira Group.
- 2) On all aspects where the above articles of understanding are silent or for special cases of deviation from these articles the decision mutually agreed upon between VMentor.ai & **ICEM MBA will be final. However, in case of any dispute relating to or arising out of MOU, such dispute shall be resolved amicably by mutual consultations.**

IV) Commercial:

1. For 60 students for the Course Outlined in Semester I, II and III above, the overall price shall be **Rs. 1,09,154 (One Lakh Nine Thousand One Hundred and Fifty-Four Rupees Only)**. The Payment schedule month wise shall be as follows:

| Month / Invoicing Milestones | Amount (INR) |
|--|--|
| End of Step 1 - Scene Setting and Introductions and Sector Orientation | 36,000/- (Rupees Thirty-six thousand only) |
| End of Step 2 - Company Analysis and Specialization Inputs | 36,000/- (Rupees Thirty-six thousand only) |
| End of Step 3 - Playback to Mentors and Pre-SIP session | 37,154/- (Rupees Thirty-seven thousand One Hundred Fifty-four only) |

2. Taxes, if any, like GST etc. will be extra as applicable
3. Payments must be made in 30 days from receipt of invoice.
4. All the payments to be made to **SMS VANS SKILLING AND ADVISORY PRIVATE LIMITED** using below mentioned details:

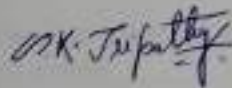
Bank Name: ICICI Bank
Branch Name: L T Borivali Branch
Account No :122205000433
IFSC Code: ICIC0001222

5. In case the students count goes beyond 60, then the additional hours consumed and mutually agreed upon will be governed by add on and Optional Session rates.

Signatures: In witness thereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. This MOU shall be effective when executed by or on behalf of both the parties:

VMentor: Yugma, Mumbai

Signature:



Name: Sanjiv Kumar Tripathy

Title: Co-Founder & COO

Date: 9th February 2024**Indira College of Engineering
and Management, Pune**

Signature:



Name: Dr. Saumitra Das

Title: Principal

Date: 9th February 2024

SESSIONS: ANNEXURE 1**CORE COURSE OUTLINE:****Semester 2**

- **Scene Setting and Introductions to the Concept of the Yugma Program** - This will be a 1-hour Group session conducted in 1 batch of 60 students (combined with IGSB).
- **Specialisation Inputs:** This 2-hour session will be conducted in 3 groups covering inputs on mentoring on specialisation for Finance, Marketing, HR, Operations covering career opportunities, roles and how to prepare etc. (combined with IGSB).
- **Pre - SIP inputs** would be conducted in 1 Batch of 60 students - the inputs will be common across specializations. The session would be for 2 hours.

Total hours (only one session - pre-SIP): 02 hours

- Industry Research program will cover as per below details:

| Industry Research - Program Flow | | |
|---|---|--|
| Steps | | Agenda |
| Step 1 | Sector Orientation (6 hours session in 1 batch) | Covering how to analyze a sector / company basis: - <ul style="list-style-type: none">- Industry Structure- BMC (Business Model Canvas)- Porter 5 Forces Model- PESTLE- Porter Diamond model- SWOT- Source for searching data (6 hours) |
| Step 2 | Company Analysis (6 hours session in 1 batches) | Company Analysis by Mentors 1 company in detail & 1 company light touch (6 hours) |
| Step 3 | Playback to Mentors (1 hour per group of 5 students / 12 groups) | All students to present 1 company (12 hours) |
| Total Mentoring Hours charged (including one session above) | | 26 hours |

The number of Calendar Days will be decided on mutually agreeable basis.

It is understood that the sessions would run largely on weekends (Saturday and Sunday). We may have some sessions on week days as per mutually agreeable slots.

Yugma will be willing to do orientation for ICEM MBA faculty on its methodology for sessions which can be governed by separate commercial agreement.

Apart from this, Yugma will encourage ICEM MBA faculty to also participate in the classes etc., as continuous learning etc. (over and above the Scope specified above) will not be a part of Yugma's responsibilities and any intervention or help required by ICEM MBA from Yugma in this regard will be governed by a separate agreement and commercials.

Feedback: Ozone-Yugma mentors will provide Feedback in Real Time to all students. Moreover, the evaluations will also be passed on to the students and Faculty in "Near Real Time" so that the ICEM MBA Faculty has a sufficient time window to act of identified generic and specific weaknesses of students.

Faculty/Mentors: Details of the Faculty/Mentors will be provided before the sessions.



महाराष्ट्र MAHARASHTRA

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क्र. नं. ४३६६६ दि. १६/१२/२४ मु. नं. ५००

दस्तावेज प्रकार MOV

दस्तावेज संबंधी जानकारी आदेश का २ भाग / भाग

विद्यमान स्थिति

पुनः विचार योग्यता का India College of Engg &

का Gat No. 276, Parandwadi, Pune Management

दस्तावेज संख्या का

लक्ष्य भारतीय भा. र. का Taraji Nikaji, Hinjewadi

T. Nikaji

मुद्रांक विवरण देखा जा रही

सी. अंजली दिवस विशेष
नमस्कार नं. 2289954
विशेषज्ञ, को



15 JAN 2024

प्रथम मुद्रांक लिपिक
कोषागार पुनः का

Memorandum of Understanding Academic and Research Collaboration



Between
Shree Chanakya Education Society's
Indira College of Engineering and Management,
Pune, India

And
Ecole Solitaire, Pune, India

The **Indira College of Engineering and Management, Pune** and **Ecole Solitaire, Pune** have agreed to the following protocols governing their collaboration on academic and research related activities.

Scope:

This agreement establishes a general partnership between the institutions to facilitate collaborations for a one day 'Motivational and Personal Transformational Program'. It is contemplated that any specific collaboration shall be subject to its own agreement not inconsistent with this general framework. The specific agreements should state, where appropriate, the institutional commitments and the terms and conditions of the collaboration. Each specific agreement shall be approved by each institution in accordance with its regular approval process. The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- Academic and Professional development of student through practical training

Student training programme:

Pursuant to the agreement for teaching learning development, training the **Indira College of Engineering and Management, Pune** and **Ecole Solitaire, Pune** will provide the opportunity to the students by giving Practical/Professional training for a period on one year only.

1. It is agreed between the institute and the undersigned, that the undersigned will be conducting 1 day 'Motivational and Personal Transformational Program' for the Management students of ICEM. The timing of this program will be 10:30 am to 5:30 pm.
2. It is agreed that the institute will provide for the venue and the entire infrastructure support i.e. laptop/ LCD displays / projectors/ audio system/video recording and playback facility etc. to the undersigned for conducting the training program in the in the college auditorium.

3. The Professional fees payable to the undersigned for the 1 day's program is Rs. 1,040/- plus 18% GST per student for a minimum guarantee of 150 students in a batch, please note in case there are more than 200 students in the batch then the fees chargeable will be Rs.840/- plus 18% GST per student.

4. The billing to be done in two different names (Indira College of Engineering and Management and Indira Global School of Business). The bill total should be split as follows: 75% of the total bill in the name of Indira Global School of Business and 25% of the total bill in the name of Indira College of Engineering and Management. Two different bills to be given to each of the institutes.

5. Payment Terms and Conditions:

Full payment to be received within 15 days from the day of the completion of each program.

All payments to be received by NEFT in the name of Ecole Solitaire, payable in Pune.

6. If the institute is desirous of rescheduling the program, the new dates shall be communicated to the undersigned at least 4 weeks in advance and obtain written consent of the undersigned. In the event the undersigned has been booked for those days, a mutually convenient date shall be agreed upon.

7. In case the institute is unable to reschedule the program 4 weeks in advance, the same shall be treated as cancelled and the institute shall be liable to pay cancellation charges as detailed herein below.

8. Cancellation Policy: If the program is cancelled by the institute for any reason within 15 days of the program 50% of the fee is payable to us and if it is cancelled within 7 days of the program then 75% of the charge is payable to us.

9. It is expressly understood that the undersigned shall not provide training material / presentations / slides etc. to the participants and all the training material used by the undersigned at the time of training shall remain the exclusive property of the undersigned.

10. The institute shall ensure that there is no video or audio recording done of the training program conducted in the auditorium of the undersigned by the institute or any participant or any other third party without the express written consent of the undersigned.

Resolving Disputes:

If there are any disagreements about the terms of this agreement or the operation of programs authorized by this agreement, both partners agree to refrain from unilateral action, to consult with each other, and to negotiate in good faith a mutually agreeable resolution.

Non-Discrimination:

Both institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation. Both the institutions shall respect the culture, traditions, norms, beliefs and governance of either part.

Commencement, renewal, termination and amendment:

This MOU will come into force upon affixing of the signatures of the representatives of the partner and will remain in effect for three years. This MOU may be renewed upon its expiry, with the agreement of both partners.

If either partner wishes to terminate the MOU at the end of the three years' period, it must notify the other not less than six months prior to the expiry of the MOU.

This agreement or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

APPROVAL

In agreement with the above terms of participation, the authorized representatives of Shree Chanakya Education Society's INDIRA COLLEGE OF ENGINEERING & MANAGEMENT and Ecole Solitaire hereby affix signatures

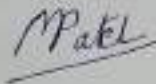
Signed:
Signature


Dr. Sumit Ingole
Director,

Indira College of Engineering &
Management,
S.No. 64, 65, Gat No. 276, At Post :
Parandwadi, Near Somatnephata, Tal. :
Maval, Dist.: Pune - 410 506, Maharashtra,
India

Date:

Signed:
Signature




Minocher Patel
Founder Director
Ecole Solitaire
Pune

Date:



BEFORE ME


PRAKASH M. DAMBO
NOTARY, GOVT. OF INDIA
PUNE

01 FEB 2024

WORK CONTRACT

Between

WALCHAND PLUS a division of Walchand PeopleFirst Limited

And

Indira College of Engineering and Management, Pune

This Contract comes into effect from 23rd October 2023

**THIS WORK CONTRACT is being entered on this 23rdth day of October 2023.
Between**

WALCHAND PLUS, a division of Walchand PeopleFirst Limited, a Company registered under Companies Act, 1956 and having its registered office at 1, Construction House, 5, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 001 (hereinafter called WP) on the first part.
(GST Number: 27AAACW0364112A)

AND

Indira College of Engineering and Management, Pune having its registered office at " Gat No 276 ,
Tal. Maval, S.NO 64,65, Indira College Road, Parandwadi, Maharashtra 410506" (hereinafter called
Client) on the other part. (GST Number: 27AAETS6660C1ZF).

WP and the Client are together referred to as "Parties" and singly as "Party".

WHEREAS WP is in the business of providing specialized soft skills training to students, faculty
professionals, companies and institutions

AND WHEREAS WP has represented that it has the ability and the expertise to render the corporate
training services as agreed among the Parties under this Contract

AND WHEREAS the Client is desirous in engaging WP for providing the Training programme as
enumerated in this Contract.

NOW IT IS HEREBY AGREED THAT:

A) SCOPE OF WORK:

WP shall deliver the following training and development initiatives to the Client as below:

| | |
|--|---|
| Name of the Program | Master Class in Sales and Service Excellence |
| Total No of Batches | 1 |
| No. Students per Batch (Number of Participants per Batch) | 40 (Forty) |
| Duration of Batches | 4 Days |
| Dates/Schedule | 30 th , 31 st Oct 2023 and 1 st and 2 nd November 2023 (Tentative) |

The description of the programs above is more precisely mentioned in Annexure A to this
Contract. The Parties may extend the scope of work from time to time.

B) DURATION OF THE CONTRACT:

The Contract shall come into effect from 23rd October 2023 and be valid upto 30th December 2023.

- **REMUNERATION:** ICEM, Pune shall pay WP Professional fees INR 84,745/- (Eighty-Four Thousand
Seven hundred and forty-five Only) towards the services rendered under this contract plus taxes
as applicable as per Law (As on date, GST applicable is @18% on the above amount). Additional
participants would be charged on a pro rata basis.

Initial (WP)



Initial (Client) Page 2 of 8



The details of the Professional fees are as mentioned under Annexure B of the Contract.

C) PAYMENT TERMS AND OTHER CHARGES:

1. During the term of this Contract, WP will raise invoice for the above remuneration and that such invoices shall be subject to the terms and conditions of this contract.
2. The Payment of the above remuneration shall be made by the Client to WP as follows.
 - a) The remuneration under this contract shall be paid by the Client within 15 (Fifteen) days of the receipt of the Invoice OR 3 (three) days of the delivery of each training session, whichever is earlier.
 - b) Each additional participant shall be charged pro-rata plus taxes as applicable over and above the total remuneration.
 - c) In case of Live-Online Training, the above rates shall be applicable only for participants who are physically located in India at the time of the training.
 - d) The remuneration under this Contract shall be inclusive of the digital participant manual, 12 months access to eVolve (a digital learning experience platform) and other items which may be provided to the participants as Training Kits for face-to-face / in-person programs.
3. **Content Customization Fees** - The Client acknowledges that the WP copyrighted Training Materials may require certain customization or enhancements as per the requirement and based on the requests made by the Client. Based on the scope of customization required, the client shall pay a mutually agreed Customization Fee. Further for timely processing and delivery of the training materials, WP requires confirmation of such content at least 14 days prior to the training date. If such confirmation is received after 14 days prior to the training date, Rush fees of Rs 20,000/- (Rupees Twenty Thousand Only) shall be applicable.
4. **Arrangement for Travel** - The Client acknowledges that WP personnel may have to travel for the purpose of delivery of services under this Contract. The Client shall arrange for the Local conveyance and meals of the trainers and other personnel deputed for the purposes of servicing and delivery of the services under this contract, who may travel during the pre-work and post-work for the Training Programmes. The Client shall ensure that all such arrangements are made in advance and the cost of such arrangements shall be paid by the clients directly to the concerned parties providing services. The said arrangements shall be irrespective of the city of the training and the city of the trainers and other personnel.
5. **Re-scheduling and Cancellation Charges** - For effective performance of the services, WP requires a minimum 14 days written notice for scheduling a program.
 - a) In the event the Client desires to re-schedule a scheduled program, the client may do so only within a period of 30 days from the earlier scheduled program date by communicating the same in writing. ("Re-schedule")

Charges:

If such instructions for reschedule are received:

| | |
|-------------------------------------|---------------------------|
| 7 days prior to the training date - | NO Charges are applicable |
|-------------------------------------|---------------------------|

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Initial (Client) Page 3 of 8



| | |
|---|--|
| after 7 days prior but before 48 hrs - | 25% of the remuneration for such rescheduled program shall be payable. |
| after 48 hrs prior to the training date | 100% of the remuneration shall be payable |

- b) In the event the Client desires to re-schedule a program beyond the period of 30 days from the earlier scheduled program, the scheduled program shall be deemed to have been Cancelled ("Cancellation")

Charges:

If such instructions for Cancellation are received

| | |
|---|--|
| 7 days prior to the training date - | NO Charges are applicable |
| after 7 days prior but before 48 Hrs - | 50% of the remuneration for such rescheduled program shall be payable. |
| after 48 hrs prior to the training date | 100% of the remuneration shall be payable. |

6. **Pre-closure charges on early termination** - The Client acknowledges that the remuneration for the services to be provided under this contract is agreed on the basis of the total value/number of training sessions committed by the Client. In case of any termination of this contract before the date of the expiry, the Client shall pay pre-closure charges to WP to the extent of 50% of the remuneration for such unexecuted training sessions.
7. **Cancellation charges on expiry** - It is agreed between the parties that the training sessions or the contract value as committed under this contract but not executed by the date of expiry of this contract, shall be deemed to have been cancelled by the Client. In this event, the Client shall pay cancellation charges to WP to the extent of 50% of the remuneration for the pending training sessions not executed.
8. Walchand PeopleFirst Ltd being registered under Micro, Small, Medium Enterprise Development Act (MSMED) Act 2006, in case of any delay in payments, the Client shall pay to WP compound interest with monthly rests or part thereof, from the date of default till payment/or realization of the entire dues at three times the bank rate, notified by Reserve Bank of India as per the statutory provisions under Sections 16 and 17 of the MSMED Act 2006.

D) MODE OF PAYMENT

- Walchand PeopleFirst Limited shall issue digitally signed invoices from the mail ID - salesinvoices@walchandgroup.com and this will be displayed in the mails inbox as from "Walchand PeopleFirst Ltd." The client shall inform of any queries/changes to such digitally signed invoices within 2 working days of receipt of the same failing which the invoices shall be considered as final. All final invoices shall be payable strictly as per the payment terms above.
- The client shall provide the details of the Purchase Order/Service Order/Delivery Order, as may be applicable, to Walchand PeopleFirst Limited, prior to the delivery of the programs.
- Client shall make all payments to WP by ECS/NEFT facility, based on the details as follows:

| | |
|----------------------------|---------------------------|
| Account holder | Walchand PeopleFirst Ltd. |
| Beneficiary account number | 03552790000133 |
| Beneficiary bank name | HDFC Bank Ltd. |
| Account type | Cash Credit |

Initial (WP)



Initial (Client) Page 4 of 8



| | |
|----------------------------|---|
| Beneficiary bank IFSC code | HDFC0000355 |
| Beneficiary bank address: | Elphinstone House, 17, Marzban Road, Near CST, Mumbai - 400 001 |
| MICR No. | 400240052 |

E) WP INDIA OBLIGATIONS:

1. WP shall depute trainers who have undergone the rigorous training to become certified in the Carnegie Process and are fully licensed for the delivery.
2. WP does not make any commitments on specific trainers as it does not discriminate between trainers and deems all certified trainers as meeting exceptional standards. WP reserves the full and final discretion, and the Client shall not have any discretion on trainer deployment. WP may with prior consent of the client nominate the trainers, deemed most suitable for the above-mentioned programs, based on availability, experience and expertise of the Trainers.

In the event the client desires for any specific trainer for a training program, an additional fee of Rs 10,000/- per day shall be applicable towards such preference as a trainer preference fee.
3. WP would provide complete participant learning kits and manuals.
4. On completion of the programme, WP shall provide the participants with globally recognized certificates.

F) CLIENT'S OBLIGATIONS:

1. In order to schedule the Trainer Resources for maximizing the value to the Client, the Client shall communicate to WP confirmed dates for the program not less than 14 days prior to the scheduled dates. Such dates shall be communicated in writing.
2. Client shall communicate to WP the details of complete and correct names of participants, contact details etc of the recipient for each programme. Such communication shall be communicated not less than 14 days prior to the scheduled date and shall be in writing. The Client acknowledges that WP will dispatch the training materials and other paraphernalia only to the office address of the Client and it shall be the responsibility of the Client to arrange for further logistics of the training materials from the location of its office to the location of training. WP shall not be responsible for any errors arising on account of an incorrect list being provided to them. In the event the details as required hereunder are communicated after the said period of 14 days, the client shall be liable to pay such expenses, including but not limited to express courier charges, as WP may incur on account of delay in receiving information.
3. Client shall ensure that all participants are bona-fide students. If the Client wishes for its consultants, etc. to participate in the program, it must inform WP of this fact at the earliest.
4. Client shall arrange for training infrastructure like:
 - a) Training Venue: One room, preferably with cluster-type seating arrangement.
 - b) Equipment: The room requires an LCD projector, flip charts/markers, Whiteboard and incidental stationery.

Initial (WP)



Initial (Client) Page 5 of 8



G) GENERAL TERMS AND CONDITIONS:

1. All WP material used during this project is copyrighted intellectual property. Client shall ensure all copyright protection from any unauthorized sharing or misuse by any of its employees or students, and including prevention of videotaping, photocopying, printing, maintenance of soft copy formats or any duplication of all WP materials. The Client shall indemnify WP for all such costs, losses, damages, which may arise as a result of such duplication, sharing or misuse which shall be without prejudice to any other remedy, whether civil or criminal, available to WP.
2. WP may videotape proceedings during training for its internal resource library. Samples of such sessions, including but not limited to videos, photographs, participant feedbacks etc., may be used for internal quality evaluation purposes by WP for promotional content or for web trailers.

H) TERMINATION AND RENEWAL

1. Either of the parties can terminate this Work Contract by giving a notice in writing to be communicated at the address mentioned in this contract and that such termination shall be effective only after the expiry of a period of 30 days from the date of receipt of such notice unless otherwise agreed between the parties. In case of termination of this contract by the Client as mentioned under Clause H (1) above, the training sessions or the contract value committed under this contract but not executed till the date of termination shall be deemed to have been cancelled by the Client and the Client shall pay pre-closure charges to WP as specified in clause C) 6 above.

I) OWNERSHIP OF MATERIAL:

WP has represented and the Client acknowledges that WP is the owner and/or copyright holder of all teaching and instructional material used in connection with the said Training and WP shall retain the ownership and all copyrights to such materials. It is further agreed between the parties that there shall be no entitlement, vesting or transfer of copyrights or any other intellectual property of WP in favour of the Client by the exercise and use of such material.

J) RESTRICTIVE COVENANTS

1. The said instructional materials and training techniques as mentioned in Clause I above, are intrinsic features of the WP business and training modules and that WP has expended substantial time, skills, effort and money in developing, obtaining and acquiring the same. The Client acknowledges the same and shall ensure that there shall not be any training or instructional programmes conducted, otherwise than by WP, based on the said materials and/or deceptively or otherwise similar to the training techniques used by WP to deliver the said programmes and that any act of the Client, by themselves or through their agents/representatives etc in violation of the above shall be deemed to be infringement of the Intellectual Property of WP.
2. Either Party shall not, during the Term of this Contract and extension(s) thereof, if any, and for a period of 1(one) year after the termination or completion of the Contract, in any manner, solicit and/or provide employment to the other Party's personnel, hire, attempt to poach or otherwise engage any of each others' employees, or any personnel deputed to

Initial (WP)



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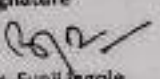

provide the services under this Contract. Each Party agrees and acknowledges that the Party in breach of this clause shall remove such personnel within 7 days of the receipt of the written notice from the other Party and in the event of its failure to do so the other Party shall seek suitable legal remedy, as available. In the event, if any such personnel voluntarily wishes to join one of the respective Companies, an express written approval shall be sought from the other Party and in the event that it is not given, the personnel shall not be recruited.

K) INDEPENDENT FACILITATOR:

This Contract is on a Principal to Principal basis between the parties hereto. Nothing contained in this contract shall be construed or deemed to create any association, partnership, joint venture or employer-employee relationship or Principal-Agent relationship in any manner whatsoever between the parties.

L) GOVERNING LAW AND DISPUTE SETTLEMENT

1. The Provisions of this contract shall be governed by and construed according to Indian Law as in force on the date of signing of this contract.
2. The parties shall try to amicably resolve any or all dispute arising out of and in relation to this contract and its execution. In case of a failure to resolve the disputes as above, then the parties shall refer the disputes to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall be composed of a sole arbitrator to be mutually appointed by both the parties. The Place of Arbitration shall be Mumbai and any award, whether interim or final, shall be made and shall be deemed to be made for all purposes, in Mumbai.
3. The rights and obligations of the parties under, or pursuant to, this contract including the arbitration contract, shall be subject to the exclusive jurisdiction of the courts at Mumbai.

| For Walchand Plus, a division of Walchand PeopleFirst Limited | For Indira College of Engineering and Management, Pune |
|--|---|
| <p>Signature </p> <p>Name: Ms. Kavleen Kaur Designation: Chief Growth Officer</p> <p>Date: 23rd October 2023 Place: Mumbai</p> <p>Stamp of Walchand PeopleFirst Ltd. </p> | <p>Signature </p> <p>Dr. Sunil Ingole Director ICM</p> <p>Date: 23rd October 2023 Place: Pune</p> <p></p> |

Initial (WP)



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Annexure A
Scope of Work

Confirmed Programmes

| 1 | 2 | 3 | 4 | 5 |
|--|---|---------------------|-----------------------------------|---------|
| Date of the Program | Name of the Program | Total No of Batches | No of Participants in Each Batch* | Remarks |
| 30 th , 31 st Oct 2023 and 1 st and 2 nd November 2023 | Master Class in Sale & Service Excellence | 1 | 40 | |

* The Number of participants mentioned shall be considered as confirmed participants. In the event the actual number of participants is lower than the confirmed number of participants, the remuneration shall be payable by the client for such confirmed participants and not the actual participants.

* However, in the event the actual no of Participants is more than the number of confirmed Participants, each such additional participant shall be charged pro-rata plus taxes as applicable over and above the total remuneration.

Annexure B
Remuneration

| Particulars | Amount per Batch (INR) | Quantity | Reference Clause | Total (INR) |
|---|------------------------|----------|------------------|--|
| Program Fees | 84,745 | 1 | B | 84,745/- |
| Content customization fees | | | C3 | |
| Pre-work | | | — | |
| Post-work | | | — | |
| Success presentation Calculation to be explained for all the programs in this contract. | | | NA | |
| Preferred Trainer | | | | |
| Rush fees | | | — | |
| Other | | | — | |
| □ TOTAL | | | | INR 84,745/- (plus taxes as applicable) |

** As on date, GST applicable is @ 18% on the above amount

Initial (WPI)



Initial (Client) Page 8 of 8



Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on this 11th Day of October 2023 between **Ozone-Yugma (SMS VANS SKILLING AND ADVISORY PRIVATE LIMITED)** of the one part and **ICEM** of the other part.

The MOU shall remain in force from Oct 2023 to Nov 2023 when the Program covering items listed below under responsibilities of Ozone-Yugma for **ICEM students** (Forty-Nine Students only) will be conducted for the students of ICEM Batch 2022-24.

I) The responsibilities of Ozone-Yugma are as follows:

Ozone -Yugma agrees to provide Applied Skills of Providing Services to ICEM for its students to understand the concepts using case studies on the above subject. Broadly speaking this will cover Annexure A

II) The responsibilities of ICEM are as follows:

1. ICEM agrees to provide the facility of the class room, LCD and other facility for the students. It is imperative that a large auditorium / IT Platform for 55 is made available by ICEM
2. ICEM is responsible for ensuring the discipline levels of the students for the duration of the workshop, as well as ensuring attendance of these 55 students. Ozone-Yugma will not take responsibility for attendance in any way.
3. ICEM will provide administrative help for effective rendering the program.
4. ICEM will, at the beginning of the Program give a complete list of students, their specialization, and Roll Numbers.
5. The sessions will be either virtual or on site depending upon the Government's Covid protocols. However, in the case of virtual sessions the platform and the links will be provided by ICEM.

III) Joint Responsibilities

1. A Joint Steering Committee will be formed for governing this initiative and its outcome. This will consist of Director ICEM, Deputy Director(s)/HOD ICEM and Chief Mentors of Ozone-Yugma with at least one Director of Ozone-Yugma being present. The Steering Committee will meet mandatorily at least once a Quarter - the frequency can be increased if necessary.
2. On all aspects where the above articles of understanding are silent or for special cases of deviation from these articles the decision mutually agreed upon between SMS VANS SKILLING AND ADVISORY PRIVATE LIMITED & ICEM will be final. However, in case of any dispute relating to or arising out of MOU, such dispute shall be resolved amicably by mutual consultations.
3. ICEM will not contact Ozone-Yugma mentors directly for any sessions to be conducted outside Ozone MOU. The list of such Ozone-Yugma mentors will be provided to ICEM for clarity. Likewise, Ozone-Yugma will also not contact any member of ICEM directly for conducting its sessions in other Institutes within or outside Indira Group. Exceptions, if any, will have to be formally approved on both sides

(V) Commercial:

For 55 students for the course outlined in Semester II and III above, the overall price shall be **1,60,000 (One Lakh Sixty Thousand only)**. The Payment Schedule shall be as follows

| Month | Amount (INR) |
|--------------------|--------------------------------------|
| Program Start | 40,000 (Forty Thousand only) |
| Program Completion | 40,000 (Forty Thousand only) |
| Total | 80,000 (Eighty Thousand only) |

1. Taxes, like GST etc. will be extra as applicable
2. Payments must be made in 30 days from receipt of invoice

5. All the payments to be made to SMS VANS SKILLING AND ADVISORY PRIVATE LIMITED using below mentioned details:

Bank Name: ICICI Bank

Branch Name: L T Borivali Branch

Account No :123205000433

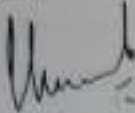
IFSC Code: ICIC0001232

6. In case the students count goes beyond 55, then the additional hours consumed & mutually agreed upon will be governed by add on and Optional Session rates.

Signatures: In witness thereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. This MOU shall be effective when executed by or on behalf of both the parties.

Ozone - Yugma,

Signature:



Name: Dr. Srinivas Chunduru

Title: CEO & Founder

Date: 11th October 2023

ICEM, Pune

Signature:



Name: Dr. Sunil Ingole

Title: Principal - ICEM

Date: 11th October 2023



1) The responsibilities of YUGMA are as follows:

YUGMA agrees to provide Applied Skills of Providing Services to ICEM for its students to understand the concepts using pre-read, classroom sessions, case studies and group activity on the above subject in the period March 2023 to September 2023. Broadly speaking this will cover the following

CORE COURSE OUTLINE:

Common to all specializations

| Day | Session 1 | Session 2 |
|-------|-----------------|------------------------|
| Day 1 | Problem Solving | Business Modelling |
| Day 2 | Design Thinking | Digital Transformation |
| Day 3 | Managing Self | Managing Teams |

Mentoring Hours

| Phase | Number of hours | Total Mentoring Hours |
|--|-----------------|-----------------------|
| Non specialization sessions | 3 | 9 Hours |
| Specialization session per specialization | 8 | 18 Hours |
| Assignments, assessments and Asynchronized content | 1.17 | 4.67 Hours |
| Total number of hours | 31.67 hours | |

Pedagogy:

The pedagogy would involve some pre read, virtual and classroom sessions, group assessments, activities, videos etc. The emphasis would be on skill building and application rather than knowledge for its own sake. There would be a continuous evaluation process as well.

YUGMA would be responsible for compilation of attendance and performance data as well as Placement Grading for this program.

Assessments:

Assessments would be based on the following

1. Attendance
2. Group activities
3. End of session Case studies

Emphasis would be given on in-class participation and group activities

Faculty/Mentors: These have already been provided to you. In the unlikely event of any changes ICEM would be notified in advance

II) The responsibilities of ICEM are as follows:

1. ICEM agrees to provide the facility of the virtual or actual classroom, LCD and other facility for the students. It is imperative that a large auditorium for 55 is made available by ICEM. This should have space to spare for activities apart from seating.
2. ICEM is jointly responsible for ensuring the discipline levels of the students for the duration of the workshop, as well as ensuring attendance of these 49 students. However, YUGMA will take responsibility of attendance records and engagement
3. ICEM will provide administrative help for effective rendering the program as well as stationery, hard copies etc.
4. ICEM will, at the beginning of the Program give a complete list of students, their specialization, and Roll Numbers along with group formations as per mutually agreed group size



महाराष्ट्र MAHARASHTRA

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दस्तावेजाचा प्रकार MOU

दस्तावेजाची किंमत अंदाजे वा १ हून / नही

सिद्धांतीचे प्रमाण

पुढील विषय वस्तूबाबतचे Indira College of Engg &

पत्रा Sr No 64, Parandwadi, Pune 40506 Management

दस्तावेजाचा प्रकार

दस्तावेजाची किंमत अंदाजे वा १ हून Adu. Ravita Kulkade,

Ravita

पुढील विषय वस्तूबाबतचे

डॉ. अंजली विद्या विहार
पत्रा नं. 2209912
पुणे, महाराष्ट्र



MEMORANDUM OF UNDERSTANDING



Memorandum of Understanding Academic and Research Collaboration

between

**Shree Chanakya Education Society's Indira College of Engineering and
Management, Pune, India**

And

HR Excellence Global, Pune, India

The **Indira College of Engineering and Management, Pune** and **HR Excellence Global, Pune** have agreed to the following protocols governing their collaboration on academic and research related activities.

Scope:

This agreement establishes a general partnership between the institutions to facilitate collaborations in Practical/Professional training Programme on HR Generalist. It is contemplated that any specific collaboration shall be subject to its own agreement not inconsistent with this general framework. The specific agreements should state, where appropriate, the institutional commitments and the terms and conditions of the collaboration. Each specific agreement shall be approved by each institution in accordance with its regular approval process.

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

- Academic and Professional development of student through practical training.

Student training programme:

Pursuant to the agreement for teaching learning development, training the Indira College of Engineering and Management School, Pune and HR Excellence Global, Pune will provide the opportunity to the students by giving Practical/Professional training on HR Generalist every year for stated time period.

1. Programme fees for HR Generalist Programme is subject to change and may not be the same as Year one.
2. Students are expected to clear their doubts during the stipulated training period ONLY.
3. All fees must be paid AT LEAST 7 DAYS prior to commencement of programme.
4. Fees are Non-Transferable and Non-refundable.

5. No rescheduling will be done for any student in case of absenteeism. Sessions will NOT be repeated.
6. Training programme is a skill development programme. HR Excellence Global will NOT be responsible for placements of students.

Intellectual Property:

No part of this training material may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from HR Excellence Global."

Resolving Disputes:

If there are any disagreements about the terms of this agreement or the operation of programs authorized by this agreement, both partners agree to refrain from unilateral action, to consult with each other, and to negotiate in good faith a mutually agreeable resolution.

Non-Discrimination:

Both institutions subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation. Both the institutions shall respect the culture, traditions, norms, beliefs and governance of either part.

Commencement, renewal, termination and amendment:

This MOU will come into force upon affixing of the signatures of the representatives of the partner and will remain in effect for three years. This MOU may be renewed upon its expiry, with the agreement of both partners.

If either partner wishes to terminate the MOU at the end of the three years' period, it must notify the other not less than six months prior to the expiry of the MOU.

This agreement or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

APPROVAL

In agreement with the above terms of participation, the authorized representatives of Shree Chanakya Education Society's INDIRA COLLEGE OF ENGINEERING AND MANAGEMENT and HR Excellence Global hereby affix signatures

Signed:
Signature

Dr. Sunil Ingole
Director,
Indira College of Engineering and
Management Pune,
S.No. 64, 65, Gat No. 276, At Post :
Parandwadi, Near Somatnephata, Tal. : Maval,
Dist.: Pune - 410 506, Maharashtra, India

Date: 27.4.2023

Signed:
Signature

Mr. Rajeev Kumar
Founder, HR Excellence Global
779/15, Bhawani Peth,
Lords House,
Ground Floor,
Pune- 411002, Maharashtra India

Date:



BEFORE ME
PRASHANTH M. DAMBRE
NOTARY, GOVT. OF INDIA
PUNE



MEMORANDUM OF UNDERSTANDING

Between

ExcelR Solutions



And

**Department of Master of Computer Application,
Indira College of Engineering and Management, Pune**



This Memorandum of Understanding is entered into on this the 25th day of January month 2022 (Date 24-01-2022) between the **ExcelR Solutions**, herein after referred to as **PARTY 1** and Department of Master of Computer Application, of Indira College of Engineering and Management located at Parandwadi, Pune, herein after referred to as **PARTY 2**.

1. PREAMBLE

A collaborative effort in engineering education has become key to success in today's globalised world. This is possible with the joint efforts by academic institutions and industries for the welfare of society. The noble cause of nation building encourages academic institutions to establish understanding with neighbouring industries and institutions of excellence with viable collaborative efforts/project consultancy basis and with established specific time frames and well-defined outcomes. The collaboration could be in the areas of knowledge transfer, projects of students as well as faculties; joint sponsored projects as

ExcelR Solution

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: enquiry@excelr.com | 1800-212-2120 (Toll Free)

www.excelr.com

well as joint consultancy works with sound revenue sharing model, joint publications and faculty and staff development programmes etc.

2. PURPOSE

The purpose of this agreement is to enter into a formal agreement under which both the parties will work together for better outcomes that are mutually beneficial.

3. ARTICLES OF ASSOCIATION

- a) PARTY 1 shall conduct training programmes designed mutually for students from PARTY 2 to impart hands-on training to them.
- b) PARTY 1 to facilitate and share real time problem statements with students and faculties and work in association with PARTY 2 in solving them.
- c) PARTY 1 to impart required skills to students to enhance their employability.
- d) Both the parties to organize Seminars, Workshops, Conferences, STTPs and other technical activities of mutual interest jointly.
- e) Both the parties to undertake consultancy work in common areas for mutual benefits.
- f) Both the parties to share their resources to the maximum possible extent for mutual benefit.

4. AGREEMENT OF COLLOBORATIVE PROGRAMMES

- a) Each collaborative effort undertaken by the parties shall describe in details the following
 - i. The nature, scope and time of the collaborative effort in the format as discussed in articles of association above.
 - ii. Ant other specific information deemed necessary by any of the parties.
- b) Each collaborative effort shall be backed by a mutually discussed and finalised action plan and schedule.

5. NODAL AUTHORITY

The nodal authority from PARTY 1 shall be the Managing Director or his/her nominee and the nodal authority from PARTY 2 shall be the Principal or his/her nominee for any concurrence and decision making on matters of mutual interest under this agreement.

6. ACTION PLAN AND IMPLEMENTATION

Both the parties shall endeavour towards finalization of the detailed action plan and the implementation thereof for the collaborative efforts and success of this MoU during the year **2022** and there onwards.

This MoU shall be effective from the date of signing by both the parties and shall remain in force unless and until it is discontinued by mutual consent.

In witness whereof, the two parties have entered into this agreement on the day, date and year mentioned first herein above.

PARTY 1



Shyam Narayan

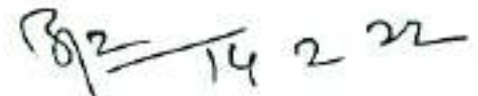
(Director, ExcelR Solutions)

ExcelR Solutions

GST: 27AAEEF5003F1ZX

TIN: HYDE02965E

PARTY 2



Dr. Sunil Ingole

Principal

Indira College of Engineering
& Management, Indira Nagar, Pune.
Pune.



EXCELR
Raising Excellence

Witness: -

1. Mr. Shyam Narayan
Director
ExcelR Solutions

Dr. Darshana Desai
HOD, MCA
ICEM, Pune

2. Mr. Srinivas Gurralla
CTO
ExcelR Solutions

Prof. S. B. Chopade
Dean Industry Relation,
ICEM, Pune

3. Mr. Iftekar Patel
Data Scientist
ExcelR Solutions

Prof. Nihalsingh Parihar,
MCA,
ICEM, Pune

WORK CONTRACT

Between

WALCHAND PLUS a division of Walchand PeopleFirst Limited

And

Indira College of Engineering and Management, Pune

This Contract comes into effect from 15 December 2023

THIS WORK CONTRACT is being entered on this 15th day of December 2023.
Between

WALCHAND PLUS, a division of Walchand PeopleFirst Limited, a Company registered under Companies Act, 1956 and having its registered office at 1, Construction House, 5, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 001 (hereinafter called WP) on the first part.
(GST Number: 27AAACW0364112A)

AND

Indira College of Engineering and Management, Pune having its registered office at " Gate No 276 ,
Tal. Maval, S.NO 64,65, Indira College Road, Parandwadi, Maharashtra 410506" (hereinafter called
Client) on the other part. (GST Number: 27AAETS6660C1ZF).

WP and the Client are together referred to as "Parties" and singly as "Party".

WHEREAS WP is in the business of providing specialized soft skills training to students, faculty
professionals, companies and institutions

AND WHEREAS WP has represented that it has the ability and the expertise to render the corporate
training services as agreed among the Parties under this Contract

AND WHEREAS the Client is desirous in engaging WP for providing the Training programme as
enumerated in this Contract.

NOW IT IS HEREBY AGREED THAT:

A) SCOPE OF WORK:

WP shall deliver the following training and development initiatives to the Client as below:

| | |
|--|--|
| Name of the Program | Master Class in Sales and Service Excellence |
| Total No of Batches | 1 |
| No. Students per Batch (Number of Participants per Batch) | 40 (Forty) |
| Duration of Batches | 4 Days |
| Dates/Schedule | 2 nd , 3 rd , 4 th and 5 th January 2024 |

The description of the programs above is more precisely mentioned in Annexure A to this
Contract. The Parties may extend the scope of work from time to time.

B) DURATION OF THE CONTRACT:

The Contract shall come into effect from 15th December 2023 and be valid upto 30th March 2024.

- REMUNERATION: ICEM, Pune shall pay WP Professional fees INR 84,745/- (Eighty-Four Thousand
Seven hundred and forty-five Only) towards the services rendered under this contract plus taxes



Initial (WP)



Initial (Client) Page 2 of 8

as applicable as per Law (As on date, GST applicable is @18% on the above amount). Additional participants would be charged on a pro rata basis.

The details of the Professional fees are as mentioned under Annexure B of the Contract.

C) PAYMENT TERMS AND OTHER CHARGES:

1. During the term of this Contract, WP will raise invoice for the above remuneration and that such invoices shall be subject to the terms and conditions of this contract.
2. The Payment of the above remuneration shall be made by the Client to WP as follows.
 - a) The remuneration under this contract shall be paid by the Client within 15 (Fifteen) days of the receipt of the invoice OR 3 (three) days of the delivery of each training session, whichever is earlier.
 - b) Each additional participant shall be charged pro-rata plus taxes as applicable over and above the total remuneration.
 - c) In case of Live-Online Training, the above rates shall be applicable only for participants who are physically located in India at the time of the training.
 - d) The remuneration under this Contract shall be inclusive of the digital participant manual, 12 months' access to eVolve (a digital learning experience platform) and other items which may be provided to the participants as Training Kits for face-to-face / in-person programs.
3. **Content Customization Fees** - The Client acknowledges that the WP copyrighted Training Materials may require certain customization or enhancements as per the requirement and based on the requests made by the Client. Based on the scope of customization required, the client shall pay a mutually agreed Customization Fee. Further for timely processing and delivery of the training materials, WP requires confirmation of such content at least 14 days prior to the training date. If such confirmation is received after 14 days prior to the training date, Rush fees of Rs 20,000/- (Rupees Twenty Thousand Only) shall be applicable.
4. **Arrangement for Travel** - The Client acknowledges that WP personnel may have to travel for the purpose of delivery of services under this Contract. The Client shall arrange for the Local conveyance and meals of the trainers and other personnel deputed for the purposes of servicing and delivery of the services under this contract, who may travel during the pre-work and post-work for the Training Programmes. The Client shall ensure that all such arrangements are made in advance and the cost of such arrangements shall be paid by the clients directly to the concerned parties providing services. The said arrangements shall be irrespective of the city of the training and the city of the trainers and other personnel.
5. **Re-scheduling and Cancellation Charges** - For effective performance of the services, WP requires a minimum 14 days' written notice for scheduling a program.
 - a) In the event the Client desires to re-schedule a scheduled program, the client may do so **only** within a period of 30 days from the earlier scheduled program date by communicating the same in writing. ("Re-schedule")

Charges:

If such instructions for reschedule are received:



Initial (Client) Page 3 of 8

| | |
|---|--|
| 7 days prior to the training date – | NO Charges are applicable |
| after 7 days prior but before 48 hrs – | 25% of the remuneration for such rescheduled program shall be payable. |
| after 48 hrs prior to the training date | 100% of the remuneration shall be payable |

- b) In the event the Client desires to re-schedule a program beyond the period of 30 days from the earlier scheduled program, the scheduled program shall be deemed to have been Cancelled ("Cancellation")

Charges:

If such instructions for Cancellation are received

| | |
|---|--|
| 7 days prior to the training date – | NO Charges are applicable |
| after 7 days prior but before 48 Hrs – | 50% of the remuneration for such rescheduled program shall be payable. |
| after 48 hrs prior to the training date | 100% of the remuneration shall be payable. |

6. **Pre-closure charges on early termination** - The Client acknowledges that the remuneration for the services to be provided under this contract is agreed on the basis of the total value/number of training sessions committed by the Client. In case of any termination of this contract before the date of the expiry, the Client shall pay pre-closure charges to WP to the extent of 50% of the remuneration for such unexecuted training sessions.
7. **Cancellation charges on expiry** - It is agreed between the parties that the training sessions or the contract value as committed under this contract but not executed by the date of expiry of this contract, shall be deemed to have been cancelled by the Client. In this event, the Client shall pay cancellation charges to WP to the extent of 50% of the remuneration for the pending training sessions not executed.
8. Walchand PeopleFirst Ltd being registered under Micro, Small, Medium Enterprise Development Act (MSMED) Act 2006, in case of any delay in payments, the Client shall pay to WP compound interest with monthly rests or part thereof, from the date of default till payment/or realization of the entire dues at three times the bank rate, notified by Reserve Bank of India as per the statutory provisions under Sections 16 and 17 of the MSMED Act 2006.

D) MODE OF PAYMENT

- Walchand PeopleFirst Limited shall issue digitally signed invoices from the mail ID - salesinvoices@walchandgroup.com and this will be displayed in the mails inbox as from "Walchand PeopleFirst Ltd." The client shall inform of any queries/changes to such digitally signed invoices within 2 working days of receipt of the same failing which the invoices shall be considered as final. All final invoices shall be payable strictly as per the payment terms above.
- The client shall provide the details of the Purchase Order/Service Order/Delivery Order, as may be applicable, to Walchand PeopleFirst Limited, prior to the delivery of the programs.
- Client shall make all payments to WP by ECS/NEFT facility, based on the details as follows:

| | |
|----------------------------|---------------------------|
| Account holder | Walchand PeopleFirst Ltd. |
| Beneficiary account number | 03552790000133 |



AD



Initial (Client) Page 4 of 8

Type text here

| | |
|----------------------------|--|
| Beneficiary bank name | HDFC Bank Ltd. |
| Account type | Cash Credit |
| Beneficiary bank IFSC code | HDFC0000355 |
| Beneficiary bank address: | Elphinstone House, 17, Marzban Road, Near CST, |
| MICR No. | Mumbai - 400 001 |
| | 400240052 |

E) WP INDIA OBLIGATIONS:

1. WP shall depute trainers who have undergone the rigorous training to become certified in the Carnegie Process and are fully licensed for the delivery.
2. WP does not make any commitments on specific trainers as it does not discriminate between trainers and deems all certified trainers as meeting exceptional standards. WP reserves the full and final discretion, and the Client shall not have any discretion on trainer deployment. WP may with prior consent of the client nominate the trainers, deemed most suitable for the above-mentioned programs, based on availability, experience and expertise of the Trainers.

In the event the client desires for any specific trainer for a training program, an additional fee of Rs 10,000/- per day shall be applicable towards such preference as a trainer preference fee.

3. WP would provide complete participant learning kits and manuals.
4. On completion of the programme, WP shall provide the participants with globally recognized certificates.

F) CLIENT'S OBLIGATIONS:

1. In order to schedule the Trainer Resources for maximizing the value to the Client, the Client shall communicate to WP confirmed dates for the program not less than 14 days prior to the scheduled dates. Such dates shall be communicated in writing.
2. Client shall communicate to WP the details of complete and correct names of participants, contact details etc of the recipient for each programme. Such communication shall be communicated not less than 14 days prior to the scheduled date and shall be in writing. The Client acknowledges that WP will dispatch the training materials and other paraphernalia only to the office address of the Client and it shall be the responsibility of the Client to arrange for further logistics of the training materials from the location of its office to the location of training. WP shall not be responsible for any errors arising on account of an incorrect list being provided to them. In the event the details as required hereunder are communicated after the said period of 14 days, the client shall be liable to pay such expenses, including but not limited to express courier charges, as WP may incur on account of delay in receiving information.
3. Client shall ensure that all participants are bona-fide students. If the Client wishes for its consultants, etc. to participate in the program, it must inform WP of this fact at the earliest.
4. Client shall arrange for training infrastructure like:
 - a) Training Venue: One room, preferably with cluster-type seating arrangement.



Initial (Client) Page 5 of 8

- b) Equipment: The room requires an LCD projector; flip charts/markers, Whiteboard and incidental stationery.

G) GENERAL TERMS AND CONDITIONS:

1. All WP material used during this project is copyrighted intellectual property. Client shall ensure all copyright protection from any unauthorized sharing or misuse by any of its employees or students, and including prevention of videotaping, photocopying, printing, maintenance of soft copy formats or any duplication of all WP materials. The Client shall indemnify WP for all such costs, losses, damages, which may arise as a result of such duplication, sharing or misuse which shall be without prejudice to any other remedy, whether civil or criminal, available to WP.
2. WP may videotape proceedings during training for its internal resource library. Samples of such sessions, including but not limited to videos, photographs, participant feedbacks etc., may be used for internal quality evaluation purposes by WP for promotional content or for web trailers.

H) TERMINATION AND RENEWAL

1. Either of the parties can terminate this Work Contract by giving a notice in writing to be communicated at the address mentioned in this contract and that such termination shall be effective only after the expiry of a period of 30 days from the date of receipt of such notice unless otherwise agreed between the parties. In case of termination of this contract by the Client as mentioned under Clause H (1) above, the training sessions or the contract value committed under this contract but not executed till the date of termination shall be deemed to have been cancelled by the Client and the Client shall pay pre-closure charges to WP as specified in clause C) 6 above.

I) OWNERSHIP OF MATERIAL:

WP has represented and the Client acknowledges that WP is the owner and/or copyright holder of all teaching and instructional material used in connection with the said Training and WP shall retain the ownership and all copyrights to such materials. It is further agreed between the parties that there shall be no entitlement, vesting or transfer of copyrights or any other intellectual property of WP in favour of the Client by the exercise and use of such material.

J) RESTRICTIVE COVENANTS

1. The said instructional materials and training techniques as mentioned in Clause I above, are intrinsic features of the WP business and training modules and that WP has expended substantial time, skills, effort and money in developing, obtaining and acquiring the same. The Client acknowledges the same and shall ensure that there shall not be any training or instructional programmes conducted, otherwise than by WP, based on the said materials and/or deceptively or otherwise similar to the training techniques used by WP to deliver the said programmes and that any act of the Client, by themselves or through their agents/representatives etc in violation of the above shall be deemed to be infringement of the Intellectual Property of WP.
2. Either Party shall not, during the Term of this Contract and extension(s) thereof, if any, and for a period of 1(one) year after the termination or completion of the Contract, in any





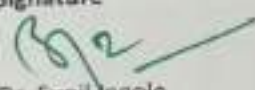

manner, solicit and/or provide employment to the other Party's personnel, hire, attempt to poach or otherwise engage any of each other's employees, or any personnel deputed to provide the services under this Contract. Each Party agrees and acknowledges that the Party in breach of this clause shall remove such personnel within 7 days of the receipt of the written notice from the other Party and in the event of its failure to do so the other Party shall seek suitable legal remedy, as available. In the event, if any such personnel voluntarily wishes to join one of the respective Companies, an express written approval shall be sought from the other Party and in the event that it is not given, the personnel shall not be recruited.

K) INDEPENDENT FACILITATOR:

This Contract is on a Principal to Principal basis between the parties hereto, nothing contained in this contract shall be construed or deemed to create any association, partnership, joint venture or employer-employee relationship or Principal- Agent relationship in any manner whatsoever between the parties.

L) GOVERNING LAW AND DISPUTE SETTLEMENT

1. The Provisions of this contract shall be governed by and construed according to Indian Law as in force on the date of signing of this contract.
2. The parties shall try to amicably resolve any or all dispute arising out of and in relation to this contract and its execution. In case of a failure to resolve the disputes as above, then the parties shall refer the disputes to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall be composed of a sole arbitrator to be mutually appointed by both the parties. The Place of Arbitration shall be Mumbai and any award, whether interim or final, shall be made and shall be deemed to be made for all purposes, in Mumbai.
3. The rights and obligations of the parties under, or pursuant to, this contract including the arbitration contract, shall be subject to the exclusive jurisdiction of the courts at Mumbai.

| For Walchand Plus, a division of Walchand PeopleFirst Limited | For Indira College of Engineering and Management, Pune |
|--|---|
| <p>Signature</p>  <p>Name: Ms. Kavleen Kaur Designation: Chief Growth Officer</p> <p>Date: 15th December 2023 Place: Mumbai</p> <p>Stamp of Walchand PeopleFirst Limited</p>  | <p>Signature</p>  <p>Dr. Sunil Ingole Director ICEM</p> <p>Date: 15th December 2023 Place: Pune</p> <p>Stamp of Indira College of Engineering and Management, Pune</p>  |

Initial (WP)

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**Annexure A
Scope of Work**

Confirmed Programmes

| 1 | 2 | 3 | 4 | 5 |
|--|---|---------------------|-----------------------------------|---------|
| Date of the Program | Name of the Program | Total No of Batches | No of Participants in Each Batch* | Remarks |
| 2 nd , 3 rd , 4 th and 5 th January 2024 | Master Class in Sale & Service Excellence | 1 | 40 | |

* The Number of participants mentioned shall be considered as confirmed participants. In the event the actual number of participants is lower than the confirmed number of participants, the remuneration shall be payable by the client for such confirmed participants and not the actual participants.

* However, in the event the actual no of Participants is more than the number of confirmed Participants, each such additional participant shall be charged pro-rata plus taxes as applicable over and above the total remuneration.

**Annexure B
Remuneration**

| Particulars | Amount per Batch (INR) | Quantity | Reference Clause | Total (INR) |
|---|------------------------|----------|------------------|---|
| Program Fees | 84,745 | 1 | B | 84,745/- |
| Content customization fees | | | C | |
| Pre-work | | | -- | |
| Post-work | | | -- | |
| Success presentation <i>Calculation to be explained for all the programs in this contract.</i> | | | NA | |
| Preferred Trainer | | | | |
| Rush fees | | | -- | |
| Other | | | -- | |
| □ TOTAL | | | | INR 84,745/- (plus taxes as applicable) |

** As on date, GST applicable is @ 18% on the above amount


Initial (WP)







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**MEMORANDUM
OF
UNDERSTANDING
(MOU)**

BETWEEN



Indira College of Engineering & Management (ICEM), Pune

AND



MITU Skillologies

For

Internship Program, Sponsored Projects, Skills Development, Outcome Based Training

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 07/08/2023 by and between

Indira College of Engineering & Management (ICEM), Parandwadi, Pune, the Indira College of Engineering & Management (ICEM), Parandwadi, Pune represented herein by its Principal / Director / Head of Institution **Indira College of Engineering & Management (ICEM), Parandwadi, Pune**, And **MITU Skillologies**, The MITU Skillologies, and represented herein by its Centre Head / Director / Managing Director **Rashmi R. Thorave**, Founder and Managing Director

WHEREAS:

A) Indira College of Engineering & Management (ICEM), Parandwadi, Pune is a Higher Educational Institution named: **ICEM, Pune**,

B) ICEM, Pune & MITU Skillologies believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **MITU Skillologies**, - the MITU Skillologies is engaged in Data Science, Cloud Computing, Web Development, etc.

now therefore, in consideration of the mutual promises set forth in this mou, the parties hereto agree as follows:

CLAUSE 1 (CO-OPERATION)

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 ICEM, Pune and MITU Skillologies co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2 (SCOPE OF THE MoU)

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the MITU Skillologies to permit the Faculty and Students of the ICEM, Pune to visit its group companies and also involve in Industrial Training Programs for the ICEM, Pune. This will provide confidence & smooth transition for students work. Also the MITU Skillologies may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: MITU Skillologies to extend the necessary support to deliver guest lecturers to the students of the ICEM, Pune on the technology trends and in house requirements.

2.3 Placement of trained students: MITU Skillologies will actively engage to help the delivery of the training and placement of the students of the ICEM, Pune on the technology trends and in house requirements.

2.4 There is no financial commitment on the part of the **ICEM, Pune**, ICEM, Pune to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

CLAUSE 3 (VALIDITY)

3.1 This Agreement will be valid until it is expressly terminated by either Party by giving thirty day's notice.

CLAUSE 4 (RELATIONSHIP BETWEEN THE PARTIES)

5.1 It is expressly agreed that ICEM, Pune and MITU Skillologies are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.


Agreed:


MITU Skillologies

Sign:


Tushar B. Kute
Sr. Data Scientist
MITU Research, Pune



Witness 1: Prof. Nilesh Mali: 

Witness 2: Dr. Sunil D. Rathod 

Indira College of Engineering & Management, Parandwadi, Pune

Sign:


Dr. Sunil Ingole
Principal
Indira College of Engineering
& Management, Parandwadi, Pune.



Witness 1:


Dr. Soumitra Das.

Witness 2:


Prof. H.C. Mahajan
Vice-Principal
Indira College of Engineering &
Management, Parandwadi, Pune