

**Memorandum of Understanding****BETWEEN****Centum Foundation****AND****Brahmdevdada Mane Institute of Technology, Solapur****For  
She ARISE 2.0**

This MOU (hereinafter referred to as the "AGREEMENT") is made at New Delhi on 14<sup>th</sup> Feb'2023 and will come into effect on the day of the last signature on this AGREEMENT

**BY AND BETWEEN**

**Centum Foundation** validly existing under the laws of India having its registered premises at 127, Neelagagan, Mandi Road, Sultanpur, Mehrauli, New Delhi- 110030, (hereinafter referred to as "Centum" which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), acting through its assigned representative, Head- Centum Foundation, of the SECOND PART).

**AND**

**Brahmdevdada Mane Institute of Technology, Solapur-Mangalwedha Road, Belati, North Solapur, Solapur – 413001** hereinafter referred to as "Brahmdevdada Mane Institute of Technology, Solapur" which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), acting through its assigned representative, Dr. Sahebagouda Sanganagoudar of the SECOND PART).  
CENTUM and Brahmdevdada Mane Institute of Technology, Solapur shall hereinafter be referred to individually as a "Party" and collectively as "Parties", as the case may be.

**NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:****1. TERM**

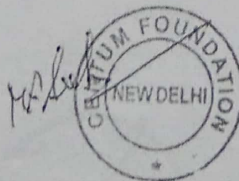
This MOU shall come into effect from the date of signing of this MOU (14<sup>th</sup> Feb'2023). This MOU shall be valid for a period of one year from the Effective date and shall be renewed for further period(s) as per mutual MOU between the Parties.

**2. SCOPE OF SERVICES**

2.1 It is agreed between the Parties that set of mutual promises, covenants, and warranties contained in this MOU, shall deemed to be a valid and due consideration for the purposes of this MOU.

2.2 CF and Second Party will mutually decide on the Scope of work (Responsibilities of both parties) details of which are set out in Annexure A.

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### 3. COMPLIANCE WITH LAWS

Each Party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in relation to performance of its obligations under this MOU. Hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the MOU. If at any time during the term of this MOU, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

### 4. CONFIDENTIALITY

a. CONFIDENTIAL INFORMATION shall mean:

I. Any information tangible or intangible data or material pertaining to the affairs of CF (including but not limited to business information, technical data, financial information, trade specific information), derived in the course of and incidental to rendering the services being rendered under this MOU.

II. It includes but is not limited to information and materials developed, collected or used by the Parties and information disclosed/exchanged by the Parties during the term of this MOU;

III. Any information or data of the Parties as may be contained in physical, visual, oral, electronic, written form or on paper records, computer printouts and disks or other forms of documentation or media and need not necessarily be reduced to a tangible form

IV. As used herein, the term "Confidential Information" shall mean and include, all technical, proprietary, sales and financial data and information, customer information, transaction data, whether written or oral or in electronic form, including but not limited to financial papers and statements, customer lists, research and development activities, vendors, computer hardware and software, products, drawings, trade secrets and information regarding operating procedures, pricing methods, marketing strategies, customer relations, future plans and other information deemed proprietary or confidential by the Party, which has been verbally communicated or in writing or expressly and physically delivered to the other Party by the parties under this MOU. All information, which are hereinabove mentioned, and are disclosed to the Receiving Party by the Disclosing Party hereunder shall be deemed to be "Confidential and Proprietary Information".

V. Any information relating to the Project as defined in Clause 2(2) of this MOU.

VI. The obligations of confidentiality contained in above clause shall not apply to any information which:

a) is already lawfully in, or which comes lawfully into, the Party possession other than under this MOU, as evidenced by written records; or

b) is disclosed with the prior written approval (to the extent and for the purpose so approved) of the other Party or pursuant to an order of a court of competent jurisdiction or by any governmental or regulatory authority; or

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c) is received from a third party who owes no obligation of confidentiality in respect of the information, as evidenced by written records; or

d) is independently developed by the either Party, and such independent development is evidenced by written records.

#### b. CONFIDENTIALITY & NON DISCLOSURE

b.1. The Parties agree that during the term of this MOU, they shall devote their best efforts and use best endeavors to maintain and promote the interests of CF.

b.2. The Parties hereby acknowledge that the ownership in and to all the content, software, document, etc. created by each shall vest solely with them. All works created hereunder as a result of the services provided shall not constitute works made for hire under applicable copyright laws of India and shall exclusively belong to the concerned Party which has created it. The party owning such works may at its sole discretion, share and license it only for the purpose of the Project.

b.3. Any Confidential Information exchanged between the Parties shall be treated with utmost confidentiality and prevent the disclosure of the Confidential Information. The Parties agree not to disclose any Confidential Information unless when required by Law and except for performance of the services/ obligations under this MOU only in case required and with ensuring that the person whom such information is disclosed is bound by the confidentiality obligations as per the terms of this MOU. The obligations of maintaining confidentiality do not apply as per Clause 4 (a) VII of this MOU.

b.4. At any time during this MOU or upon termination hereof, the Party that owns the Confidential Information may request that the receiving Party return or destroy the information disclosed (including any printed and electronic copies thereof that the receiving Party might keep). The Receiving Party shall fulfil such requests and confirm the same to the Disclosing Party in writing.

b.5. Confidential Information disclosed by a Party shall be used by the receiving Party solely for the purpose of complying with this MOU, and not for any other purpose

b.6 Each Party shall use any information which it receives from the other Party during the course of discussions or Project, only for the purposes for which it has been provided, and shall prevent third parties from gaining access to it and treat it in the same way as its own business secrets. This confidentiality obligation shall not apply to information which is generally known, which can be shown to have been independently developed by the recipient, or which has been acquired from a third Party without nondisclosure obligation to the disclosing Party. This obligation shall likewise not apply to the extent a Party is required by statutory regulations or governmental orders to reveal any of the information it has obtained.

This Section will survive the expiration or termination of this MOU for any reason.

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## 5. LIMITATION OF LIABILITY

Each Party agrees to indemnify the other Party, their representatives, administrators and in relation to any losses suffered from action, demands, proceedings, prosecutions, attachments, and the like suffered by the other Party arising out of willful default and / or gross negligence by the defaulting Party of its obligations under this MOU. Except as agreed and provided under this MOU, neither of the Parties shall be liable to bear or pay any damages arising out of loss of income, loss of profit, special, incidental, indirect, punitive, exemplary or consequential, to any party including third parties, and all such damages are expressly disclaimed.

## 6. TERMINATION

- (i) Either Party shall have a right, and in addition to any other remedies to which it may be entitled, to terminate this MOU, upon written notice to other Party if any of the following events occur:
  - (a) If a Party breaches any of the provisions of this MOU and fails to cure such breach within thirty (60) days of receipt of written notice of such breach from the other Party;
  - (b) Any substantial change in ownership, or control of a Party, any merger or consolidation, or any engagement by a Party of any interest in any company, firm or organization, which other Party reasonably believes could have an adverse effect upon the overall relationship.

## 7. CORPORATE AUTHORITY

Each Party represents it has taken all necessary corporate action to authorize the execution and consummation of this MOU and will furnish the other Party with satisfactory evidence of same upon request. Each Party agrees to negotiate in good faith the execution of such other documents or MOUs as may be necessary or desirable for the implementation of this MOU and the effective execution of the transactions contemplated hereby, and shall continue to do so during the term of this MOU.

For such purposes, CF would be represented by Project Manager AND Second Party through its SPOC who shall together mentor and lead the project and would be duly authorized to discuss, design and take forward any operational modalities, as may be warranted, in the interest of the objective

## 8. DISPUTE RESOLUTION

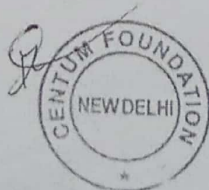
### 8.1 Dispute Resolution

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this MOU which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with Jurisdiction as below.

### 8.2 Arbitration

In case of a dispute not settled amicably between the parties, the same shall be referred to arbitration under the provisions of the Indian Arbitration and Conciliation Act 1996. Each Party shall appoint one arbitrator who shall jointly appoint a third arbitrator ("**Presiding Arbitrator**"). Seat of Arbitration shall be New Delhi. Subject to the arbitration process, the parties hereby consent to exclusive jurisdiction and venue in New Delhi.

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### 8.3 Jurisdiction

This MOU shall be governed by the laws of India. Subject to the arbitration process set out above, the courts of New Delhi shall have exclusive jurisdiction.

### 9. MISCELLANEOUS

- a. This MOU may be executed by facsimile signature and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.
- b. Except as otherwise provided in this MOU, neither this MOU nor any rights under it may be assigned by any Party to a third party without prior written consent of the other Party.
- c. The parties agree to make any public disclosure after mutual discussion or if required by an applicable law. Neither Party nor any of its employees shall have the authority to enter into or conclude any MOUs on behalf of the other Party nor otherwise bind nor obligate the other Party, except as provided in terms of this MOU. For additional clarity, it is acknowledged and agreed that neither Party may or will make any statement, amendment to the MOU or engage in any activity or make any representation which would have effect on the other Party, without the written consent of the other Party.
- d. Neither Party shall use nor let its employees and agents from use the name, trademark or logo of other Party in any sale, marketing publication, advertisement, or other publication and shall not make, or let its employees, nor agents make, any public statement relating to the MOU without prior written consent of both the Parties.
- e. Neither Party will make nor offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third Party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third Party, in connection with this MOU or the provision of services hereunder. The Parties represent and warrant that none of their respective officers, directors, employees (collectively, "Personnel") has received anything of value of any kind, in connection with this MOU; and that no Personnel has a business relationship of any kind with other Party's officers, directors, employees or agents.
- f. All information, data, details and data collected by virtue of this MOU either by Second Party directly or through its nominated VLE by virtue of this MOU, for the scope of this MOU whether directly or indirectly, incidental or ancillary to any act are confidential and not to be shared with any person, party entity, authority subject to written approval by CF.
- g. Both parties shall comply with all acts laws etc. including the Information Technology act 2000 and Aadhar act 2016 and any amendment to the said act.
- h. Nothing in this MOU shall be construed to constitute or appoint either Party as the agent, partner, joint venture, or representative of the other Party for any purpose whatsoever, or to grant to either Party any right or authority to assume or create any obligation or responsibility, express or implied, for, or on behalf of, or in the name of any other Party designated herein, or to bind any such other Party in any way or manner whatsoever.
- i. No delay or failure by either Party to exercise any right or remedy under this MOU will impair or be construed as a waiver of such rights or remedy. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any covenant. The right of either Party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
- j. Nothing in this MOU shall preclude CF and Second Party or any of its affiliates from cooperating or entering similar MOU with any other person or entity or otherwise developing, licensing, selling, deploying or otherwise making available any information, services, products or materials to any other person or entity provided that no information being shared with other party is shared with any other entity.

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k. If any one provision of this MOU or part thereof is rendered void, illegal, or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent only and it shall not affect the entire MOU. Provided that if the commercial basis of this MOU is thereby substantially affected or altered then the Parties shall negotiate in good faith to amend and modify the provisions and terms of this MOU as may be necessary or desirable in the circumstances.

For:  
Brahmdevdada Mane Institute of Technology, Solapur

For:  
The Centum Foundation

Sign:

Sign:

Name: Prof. S.G. Kulkarni

Name: Manish Sahu

Designation: Vice-Principal

Designation: CF- Head





## ANNEXURE-A

## SOW (Scope of work)

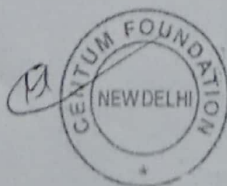
**Responsibilities of CENTUM:**

1. CENTUM would be responsible for the Orientation of Students to facilitate them about She ARISE 2.0 programme.
2. CENTUM would be responsible for the screening and shortlisting of students to verify for batch formation.
3. Training sessions will be scheduled in Hybrid mode (Offline: 220 Hours, Online: 80 Hours) as per the guidelines of project.
4. CENTUM will impart 500 hours of training (It includes 200 Hours of Self-Paced Learning) to enrolled beneficiaries under the programme as per the Training curriculum proposed by Donor under She ARISE 2.0 programme. Currently beneficiaries are being trained on FS (Full Stack Java) curriculum.
5. CENTUM would appoint professional and skilled trainers for the training.
6. CENTUM would be responsible to create LMS (Learning Management System) credentials for beneficiaries enrolled in training programme and assign all supporting study material, assignments to beneficiaries.
7. CENTUM is responsible for Assessing beneficiaries in doing baseline, midline and end line assessments (Mandate Major Assessments during training) to analyze the improvement of employability skills of beneficiaries.
8. CENTUM would be responsible to analyze the performance of beneficiaries on the basis of knowledge, performance & attendance.
9. CENTUM would collect students' feedback during the training sessions to ensure proper understanding and assimilation of the training content. The intended quality of the content & delivery would be enforced based on feedback received from students.
10. CENTUM would work along with the placement team of the College to provide maximum suitable job openings to the beneficiaries of this programme.
11. CENTUM would be responsible to collect the beneficiaries' details, attendance record, placement proofs (offer letters, official mails or placement details on official letter head of College) from College.
12. CENTUM would be responsible to arrange necessary workshops, meetings or sessions scheduled by technical SMEs from Capgemini.
13. CENTUM will support in issuing training certificate to the students at the completion of Training.

**Responsibilities /Obligations of the College:**

1. College will share the Female Candidates' list (Batch 2022/2023), for the screening purpose.
2. College will share the Academic and placement activities calendar/schedule with CENTUM to minimize the chances of Confliction with training sessions.
3. College will share the suitable time slot after the discussion with beneficiaries and inform to CENTUM at least two days in advance for any change in the timings or schedule of training session.
4. College will appoint a dedicated SPOC, who will be responsible to coordinate all activities as per the timelines shared by CENTUM and will actively participate in all official meetings.
5. College will support CENTUM to maintain minimum 85% presence of beneficiaries in training sessions. And put strict official notice and declarations in place for beneficiaries to avoid dropouts and absenteeism.
6. College has agreed to arrange the boarding and lodging of the trainers during the On campus training or Management team visits during the programme.
7. College will be considered as authorized physical training centre of She ARISE 2.0 project (Capgemini) and provide necessary infra-structure (Dedicated computer lab, projector, Internet etc.) for smooth training delivery.

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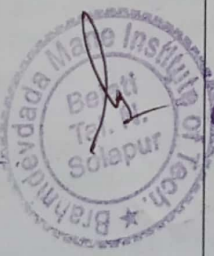
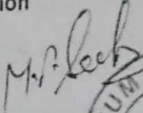

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8. College will support in Official visits of Capgemini team and will do arrangements for necessary facilitation for the Project team and Stakeholders.

9. College would share the details of the candidates on official letter head who have been placed through campus recruitment or CENTUM's placements drives under She ARISE 2.0 programme. This would be done through sharing offer letters.

This MOU sets forth the entire understanding between parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, if any, with respect to the subject matter hereof.

<p>For: Brahmdevdada Mane Institute of Technology, Solapur</p> <p>Sign:</p> <p>Name: Prof. S. G. Kulkarni</p> <p>Designation: Vice-Principal</p> 	<p>For: The Centum Foundation</p> <p>Sign: </p> <p>Name: Manish Sahu</p> <p>Designation: C F - Head</p> 
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