

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made at New Delhi and signed on 26th day of May, 2015.

BETWEEN:

NASSCOM Foundation, a charitable trust registered under the Indian Trust Act, 1882 having its office at A1 – 125, Safdarjung Enclave, New Delhi 110029 (hereinafter referred to as "**NF**" or "the Foundation", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

Govt. College of Engineering, Karad an organization working under Department of Higher and Technical Education, Maharashtra state having its registered office at Mumbai through Dr. P. M. Khodke who is duly authorized to sign and bind the **Govt. College of Engineering, Karad** (hereinafter referred to as "<IPT>" which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest and permitted assigns); of the **SECOND PART**;

NASSCOM Foundation and **Govt. College of Engineering, Karad** are hereafter collectively to be referred as the "Parties" and individually as a "Party". This agreement will be valid for a period of 1 year starting 26th May, 2015 till 25th May, 2016.

WHEREAS the Parties wish to partner in NASSCOM Foundation's **National Digital Literacy Mission program** ("NDLM"), to train people across India by establishing new NDLM centers and by using the existing centers owned and/or managed by IPT (hereinafter referred to as the "Centers"), to educate the people on digital literacy. This specific project is hereinafter referred to as 'the Project'.

NOW THEREFORE, in consideration of the premises, mutual promises, covenants, and warranties set forth hereinafter, the Parties agree as follows: -

1. Scope of this MOU

- 1.1 This MOU makes clear the intent of all the parties to enter into programs as stated above.
- 1.2 The programs that the parties shall enter into shall be done on mutually agreeable terms.
- 1.3 All modifications to this MoU will have to be made in writing.

2. Project Management

- 1.1. IPT shall have the following rights and responsibilities –
 - 1.1.1. IPT is annexing the list of all Centers as Annexure I to this MOU. In case IPT wants to add new centers to this list, IPT must inform NF about the same. These new centers shall be permitted to impart NDLM training only after NF shall have received the documents as requested by NF, and after NF formally gives approval for imparting training through these centers.
 - 1.1.2. All students of college will undergo Basic NDLM training and write NDLM assessment after training completion.
 - 1.1.3. IPT will bear all the costs for managing the operations at the Centers

- 1.1.4. IPT shall ensure compliance to the operating guidelines for the NDLM program as shared by the Foundation. It is agreed and understood that this operating manual shall be changed occasionally. The Centers shall be expected to update and/ or change their operating processes and / or install new infrastructure as required by the updated operating manual, within 1 month of communicating the latest operating manual.
- 1.1.5. IPT must ensure acknowledgement of affiliation to NASSCOM Foundation through prominent display of NF name and logo on their sign board and all stationary, communication and marketing material that they use with respect to NDLM.
- 1.1.6. IPT shall ensure that all Centers do reporting to NF as required by the operating and monitoring procedures laid out in the operating manual. Beyond this, NF may ask for reports from Centers with regard to the operations of NDLM programs and / or any other programs that are run in association with the NDLM programs. IPT must ensure that reports are shared in time, as required by NF.

1.2. NF shall have the following rights and responsibilities -

- 1.1.1. NF shall provide the updated training curriculum for NDLM to IPT. IPT will then distribute this curriculum to all Centers.
- 1.1.2. NF shall work towards ensuring that the Centers receive the examination software required to conduct the NDLM examination online
- 1.1.3. NF will give prominent display to IPT's name and logo at all forums where NF's partners for NDLM are acknowledged
- 1.1.4. NF will also endeavor its best to provide the necessary assistance to IPT in case it needs assistance in the NDLM program.
- 1.1.5. NF reserves the right to independently review the Project. The agenda, date and venues for such review meetings shall be mutually agreed upon and shall be intimated to each party in advance. IPT agrees that all feedbacks and inputs provided by NF for better deployment and effective roll out of the Project shall be taken up specifically in all review meetings.

3. General Provisions:

- 3.1. IPT shall act at all times so as to protect and not be in conflict with the interests of NF.
- 3.2. NF undertakes no responsibilities to in respect of life, health, accident, travel or any other insurance coverage that may be necessary or for the purpose of this MOU or for personnel performing services under this MOU.
- 3.3. The right and obligations of IPT are limited to the terms and conditions of this MOU. Accordingly, IPT and their personnel performing services on its behalf shall not be entitled to any benefits, payment, compensation or entitlement from NF except as expressly provided in this MOU.
- 3.4. Under no circumstances NF or its officers and / or employees shall be held liable for any claims by third parties arising from the negligent acts / omissions in the course of implementation of the MOU and / or direct / ancillary / incidental matters arising from software licensing / intellectual property rights issues.

4. Press Releases and Dissemination of Information:

- 4.1. Each party will keep the other party informed and take prior written consent of the other party in case it wishes to do a press release / statements / interviews / online dissemination, regarding its operations and / or partnership with the other party and any other topic which involve the disclosure of any aspect of the partnership between the Parties. The Parties shall also exercise reasonable caution in interacting with the press. In case of press interactions related to the partnership, the Parties will obtain prior written consent of the each other for any content related to the other party.

- 4.2. The Parties undertake to keep confidential any information that one or the other deems sensitive or inappropriate for wider circulation except and only to the extent that disclosure is required by law and then only with prior written notice to and consultation with each other.
- 4.3. Notwithstanding anything contained herein above, NF may disclose about the contents and terms of this MOU to the Government of India and to the other stakeholders in NDLM.

5. Policy on Faith-based Organizations:

- 5.1. NASSCOM Foundation is an independent, secular, non-profit organization dedicated to broad-based socio-economic development in India by leveraging Information and Communication Technologies. In its ongoing efforts to assist the underserved, NASSCOM Foundation does not make any policy, funding or other decisions based on caste, colour or religious affiliation. Govt. College of Engineering, Karad is expected to meet the stringent criteria set forth below:
 - 5.1.1. In providing services, Govt. College of Engineering, Karad shall create an environment that welcomes people of all faiths;
 - 5.1.2. In the course of providing services, Govt. College of Engineering, Karad shall not proselytize or otherwise propagate, either officially or unofficially, the doctrines, practices, rituals or other symbols and practices associated with any religion.

6. Review Committee:

- 6.1. There shall be a Review Committee constituted to monitor the progress of this MOU and shall consist of the following members: -
 - i. Project Manager – NDLM, from NASSCOM Foundation
 - ii. The Chief Executive Officer, NASSCOM Foundation
 - iii. Project Manager – NDLM, from the IPT
- 6.2. The committee shall meet once every 3 months to review the progress of the Project as well as monitor Project compliance with this MOU. The committee shall also be empowered to carry out all functions and issue such directions that it deems necessary to fulfill the objectives of the Project which shall include:
 - i. Review progress of the partnership in relation to this MOU on a quarterly basis with special reference to the following areas - capacity building of underserved communities, betterment of the socio-economic conditions of target beneficiaries, outreach to Government and civil society, use and impact of content available.
 - ii. To consider and address such policy issues relating to the partnership as may be put up to the Committee from time to time.
 - iii. To make suitable recommendations on the basis of the review for achieving the aims and objectives of this MOU.

7. Force Majeure:

- 7.1. "Force Majeure" shall mean earthquakes, floods, fires, explosions, acts of God, acts of State, war, terrorism, action of any government including change in Government policies, or any other situation, which is beyond the reasonable control of a Party claiming occurrence of the Force Majeure event. For the avoidance of doubt, it is being clarified that willful and intentional acts and omissions or acts or omissions of affiliates in relation to any Party shall not be considered as a Force Majeure event.
- 7.2. Neither of the Parties shall be entitled to claim benefit of a Force Majeure event unless it has intimated the other Party of occurrence of such event within seventy-two (72) hours from the occurrence thereof, indicating therein the steps it is taking or intending to take to mitigate the effect of such Force Majeure event on performance of its obligations under this MOU;

- 7.3. On occurrence of a Force Majeure event, the defaulting Party shall use reasonable efforts to mitigate the effect of the Force Majeure event on the performance of its obligations under this MOU.
- 7.4. Neither Party shall be considered to be in default or in breach of his obligations under this MOU to the extent that performance of such obligations is prevented by the occurrence of a Force Majeure event.
- 7.5. In the event that there is any time period specified for the performance of any obligations under this MOU, which are delayed on account of the occurrence of a Force Majeure event, such time periods shall be extended by a period equivalent to the duration of the Force Majeure event.
- 7.6. Upon cessation of the Force Majeure event, the defaulting Party shall make its best efforts to resume normal performance of its obligations under this MOU as soon as possible.
- 7.7. In the event the Force Majeure event continues for a period of more than ninety (90) days, the Parties shall renegotiate this MOU in good faith and if the Parties do not reach any consensus within the next thirty (30) days from the end of such ninety (90) day period referred to above, this MOU shall automatically stand terminated on such thirtieth (30th) day.

8. Indemnification:

Each Party hereby indemnifies and agrees to defend and hold harmless the other Party, its trustees, directors, employees and affiliates, at all times, from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting there from, including the court costs and reasonable attorneys' fees, arising out of or relating to the services legally performed within the ambit of this MOU.

9. Entire Agreement:

This MOU supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

10. Amendment:

This MOU may be amended only by a writing signed by all the Parties.

11. Severability:

If any term, provision, covenant or condition of this MOU, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this MOU and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

12. Non-waiver:

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged.

13. Termination:

Notwithstanding the foregoing, this MOU shall stand terminated;

- 13.1. On breach of any of the terms and conditions of this MOU by any of the Parties subject to giving 60 days clear written notice; or
- 13.2. By lapse of time one [1] year from the date of signing; or
- 13.3. That either party can terminate the MOU by giving 60 days clear written notice justifying the termination.

14. Dispute Resolution:

In the event of any disputes or differences related to the functioning of this MOU and / or to any matter related to the MOU, all the parties agree to refer such disputes to the review Committee for redressal within 15 days of such

dispute. In the event that the review Committee is unable to resolve such issues within 30 days from referring of the issue(s), then all the parties agree to appoint a Sole Arbitrator with-in 30 days thereafter. The review Committee shall provide all details and minutes of the proceedings of such meetings to the Sole Arbitrator. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereto. The arbitration shall be conducted in English language and venue shall be in New Delhi, India.

15. Means of communication:

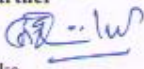



15.1. All correspondence with respect to this MOU shall be to address and / or to the respective email ids as mentioned below –

15.1.1. **NASSCOM Foundation**
A1 – 125, Third Floor
Safdarjung Enclave,
New Delhi – 110029
Email address – ndlm@nasscomfoundation.org

15.1.2. **Implementation Partner**
Dr. P. M. Khodke
Principal, Govt. College of Engineering, Karad
415124 (Maharashtra)
Email address – pmkhodke@yahoo.com

16. This MOU shall be deemed to have been concluded at New Delhi and the jurisdiction of the Courts of New Delhi shall only apply.

17. This MOU may be modified or amended with mutual consent and only in writing, duly executed by or on behalf of NF,

For Implementation Partner  Name: Dr. P. M. Khodke Designation: Principal Date: Place:	For NASSCOM Foundation  Name: Shrikant Sinha Designation: NASSCOM Foundation Date : Place:
1. Witness: <u>A R Acharya</u> 	1. Witness: _____
2. Witness: <u>U-L. Deshpande</u> 	2. Witness: _____

ANNEXURE I

Serial No.	Organization	Center Address	Center Contact Details
1.	Govt. College of Engineering, Karad	Vidyanagar, Karad	02164271711 pmkhodke@yahoo.com
2.			
3.			
4.			