

Memorandum of Understanding

BETWEEN

Centum Foundation

AND

R C Patel Institute of Technology, Shirpur- Maharashtra

She ARISE 2.0




Director
R. C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)



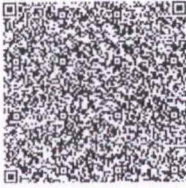
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL40474113765726W
Certificate Issued Date	: 07-Feb-2024 06:30 PM
Account Reference	: IMPACC (IV)/ dl1071903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL107190342769598104997W
Purchased by	: CENTUM FOUNDATION
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CENTUM FOUNDATION
Second Party	: Not Applicable
Stamp Duty Paid By	: CENTUM FOUNDATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This Memorandum of Understanding (hereinafter referred to as the "MOU") is made at New Delhi on 29th Day of February 2024 ("Effective Date").

BY AND BETWEEN

Centum Foundation, a society 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")

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.mca21.com/Stamp or using a Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App will render it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Connected Authority.



which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), acting through its Authorized Signatory.

AND

R C Patel Institute of Technology (RCPIT), Shirpur, Maharashtra hereinafter referred to as “Second Party” which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns, acting through its assigned representative, Prof Dr. J B Patil (Director) of the **SECOND PART**.

CENTUM and Second Party shall hereinafter be referred to individually as a “Party” and collectively as “Parties”, as the case may be.

WHEREAS

1. Centum Foundation is a society registered under the ‘Societies Registration Act, 1860’ and holds an 80G and FCRA certificate. The society conducts programs impacting national issues in the field of skill development, women welfare and empowerment, vocational training and health awareness. It has experience of implementing employability linked training in sectors like IT/ITeS, Healthcare, Telecom, Beauty & Wellness, Apparel, Construction, Retail, Hospitality and BFSI among others with a clear focus on ‘skilling solutions impacting livelihood & society at large’

As part of these programme, Centum empowers and enables disadvantaged / underserved women and persons with disabilities for gainful employment. Centum partners with credible skill training providers and organizations in identifying, training and supporting job placements through various skilling initiatives for jobs in various sector such as Health Care, IT / ITeS, Retail, Hospitality, Finance / Banking, BPO, etc.

R. C. Patel Institute of Technology was set up as a part of the self-powered plans of Shirpur Education Society in 2001 with the objective to erect a truly world class institute in the rural part where students from the vicinity would be benefited from the services that matched global standards.

2. Both Parties have agreed to additionally work on various projects under the umbrella of this MOU towards the common objectives enumerated herein (“Project”);
3. The Parties understand that this MOU shall be construed on a best efforts basis and hence, this legally non-binding strategic MOU sets for the term and conditions under which Centum and Second Party will engage in a mutually beneficial relationship to achieve the aforesaid objective.
4. The parties agree to enter into this MOU on the terms and conditions set herein below and that the set of mutual promises, covenants, and warranties contained in this MOU shall be deemed to be a valid and due consideration for the purposes of this MOU.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM

This MOU shall be deemed to be commence from 3rd October 2023 and shall remain valid and in full force until 31st July 2024 (“Term”), unless terminated in accordance with the provisions of this MOU.




Director
R. C. Patel Institute of Technology
(MS)



The MOU shall be renewed for further period(s) as per mutual agreement and/or extension as signed 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 purpose of this MOU.
- 2.2 Centum and Second Party will mutually decide on the scope of work which shall contain the responsibilities of each Party details of which are set out in Annexure A.
- 2.3 The Parties agree that this MOU and the Project will be governed by certain guiding principles that include equity, fairness, humanity, honesty, transparency and full consideration of the interests of the Parties.

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 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

4.1 Any party disclosing Confidential Information shall be referred to as "Disclosing Party" and similarly any party receiving such Confidential Information shall be referred to as "Receiving Party"

4.2 As used herein, the term "Confidential Information" shall mean and include:

- I. Any information tangible or intangible data or material pertaining to the affairs of either Party (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 disclosing Party and information disclosed/exchanged by the receiving Party during the term of this MOU.
- III. Any information or data of either Party 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.



[Signature]
R. C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)



- IV. 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 disclosing Party, which has been verbally communicated or in writing or expressly and physically delivered to the receiving Party 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 has been detailed in Annexure A.
- 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 receiving 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 disclosing Party or pursuant to an order of a court of competent jurisdiction or by any governmental or regulatory authority; or
 - 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.

5. CONFIDENTIALITY & NON DISCLOSURE

- i. The Receiving Party agrees that during the term of this MOU, they shall devote their best efforts and use best endeavors to maintain and promote the interests of Disclosing Party.
- ii. Any Confidential Information exchanged by Disclosing Party shall be treated with utmost confidentiality and the receiving Party shall prevent the disclosure of the Confidential Information. The Receiving Party 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 to 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 4.2 VI of this MOU.
- iii. It shall be the sole responsibility of the Second Party to seek and obtain valid and informed consent and permission from all individuals whose personal data is being shared with Centum pursuant to this MOU. The Second Party shall ensure that all necessary legal and regulatory requirements related to data protection and privacy, including but not limited to any applicable data protection laws and regulations, are strictly adhered to during the collection, processing, and sharing of personal data with Centum. In the event of any claim or legal action related to data protection or privacy issues arising from the Second Party's actions or omissions, Centum shall promptly notify the Second Party and cooperate in any reasonable manner to address and resolve such claims.
- iv. At any time during this MOU or upon termination hereof, disclosing Party may request that the Receiving Party return or destroy the information disclosed (including any printed and




Director
R. C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)



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.

- v. Confidential Information disclosed by a Party shall be used by the Party solely for the purpose of complying with this MOU, and not for any other purpose.
- vi. Receiving Party shall use any information which it receives from the Disclosing Party during the course of discussions or services, 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 set forth under this clause shall survive the expiration or termination of this MOU for any reason.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Each party hereby acknowledges that the ownership in and to all the content, software, document, etc. created by other Party shall vest solely with such Party. 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 services.

7. REPRESENTATIONS AND WARRANTIES

a) Second Party represents that:

- I. It has full power and authority to execute and deliver this MOU and perform its obligations under this MOU.
- II. It has obtained necessary permissions, including but not limited to licenses and other relevant permissions and approvals from relevant authorities.
- III. There are no proceedings against it which may have an adverse effect on their ability to perform and meet its obligations under this MOU.
- IV. This MOU has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms and provisions hereof and the Annexures hereto.
- V. The delivery and performance by it, of this MOU, the fulfilment of and compliance with the terms and provisions hereof, and the finalization by it of the transaction contemplated hereby, do not and will not conflict with or violate any provisions of any law applicable to it or any contracts to which it is a Party.
- VI. The statements, representations, warranties given hereunder do not contain any untrue statement of a material nature or omit or state a material fact necessary to make the statement necessary to be made for this MOU.

b) Centum warrants that:

- I. The Project will be completed in a professional manner and that it will exercise all reasonable care, skill and competence in the provision of the implementation.
- II. It will on a best effort basis allocate sufficient resources to enable the Project to be provided in accordance with the terms of this MOU in a professional manner and with professional diligence and skill, consistent with best standards and practice and that all personnel working under this MOU shall have the proper skill and training to perform the services.

8. INDEMNITY & LIMITATION OF LIABILITY




Director
R. C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)



8.1 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.

8.2 The Second Party shall indemnify and hold Centum harmless from any and all claims, actions, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or related to any breach of data protection laws or regulations, failure to obtain valid consent, or any unauthorized or unlawful processing of personal data by the Second Party.

8.2 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. Notwithstanding anything to the contrary, Centum's maximum aggregate liability under any and all circumstances shall not exceed INR 10,000/- (Indian Rupees Ten Thousand Only).

9. TERMINATION

9.1 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 (30) days of receipt of written notice of such breach from the other Party;

9.2 Notwithstanding anything to the contrary, either Party shall have the right to terminate this MOU by giving a written notice of at least 30 (thirty) days to the other Party.

10. 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, Centum 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 objectives.

11. DISPUTE RESOLUTION

11.1 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




Director
R. C. Patel Institute of Technology
Shirpur Dist Dhule (MS)



Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with jurisdiction as stated below.

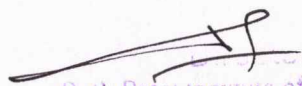
11.2 Jurisdiction

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.

12. MISCELLANEOUS

- a. This MOU 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 SPOC 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 Centum.
- g. Both Parties shall comply with all acts laws etc. including the Information Technology act 2000 and Aadhar Act 2016, provisions of the Prevention of Sexual Harassment at Workplace Act, 2013 and any amendments thereof.




R. C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)

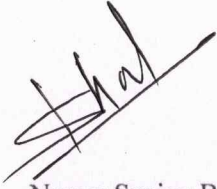


- h. Nothing in this MOU shall be construed to constitute or appoint either Party as the agent, partner, joint venture, or representative of the other Party for any purpose whatsoever, or to grant to either Party any right or authority to assume or create any obligation or responsibility, express or 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 Centum 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.
- k. Neither the Party, nor any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the Party, as the case may be, has: (i) used any funds received under this MOU for any unlawful payment to any foreign or domestic political parties or other; (ii) violated or is in violation of any applicable anti-corruption or anti-bribery laws in India; (iii) violated or is in violation of any applicable law or regulation implementing the OECD Convention of Combating Bribery of Foreign Public Officials in International Business transactions, or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977 as amended, or the U.K. Bribery Act, 2010, or any other similar law in any other jurisdiction; (iv) taken or is receiving any offer, payment, gift or anything else of value knowing that all or some portion of what is taken will be used in violation of the provisions of the enactments specified above;
- l. 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.




Director
R. C. Patel Institute of Technology
Shirdpur Dist Dhule (MS)

For:
Centum Foundation
Sign:



Name: Sanjay Bahl
Designation: Authorized Signatory

For:
R C Patel Institute of
Technology, Shirpur
Sign:



Name: Prof Dr. J B Patil
Designation: Authorized Signatory



DIRECTOR
R C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)



ANNEXURE-A

SOW (Scope of work)

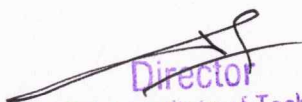
Responsibilities of Centum:

1. Centum would be responsible for the orientation of beneficiaries to facilitate them for She ARISE 2.0 CSR Project.
2. Centum would be responsible for the screening and shortlisting of beneficiaries to verify for batch formation.
3. Training sessions will be scheduled in hybrid mode (Offline: 300 hours, Online: 200 hours (Including LMS)) as per mutual discussion done between both parties and agreed upon.
4. Centum will impart 500 hours of training to the enrolled beneficiaries under the programme as per the training curriculum proposed and finalized for the She ARISE 2.0 programme. Currently beneficiaries are being trained on 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 beneficiaries' 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 beneficiaries.
10. Centum would work along with the placement team of the Second Party 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 Second Party) from Second Party.
12. Centum would be responsible to arrange necessary workshops, meetings or sessions scheduled by technical SMEs from Project.
13. Centum will support in issuing training certificate to the beneficiaries at the completion of training.

Responsibilities /Obligations of the Second Party:

1. Second Party will share the female unplaced candidates' list from EWS category from (Batch 2022/2023/2024), for the screening purpose.
2. The Second Party shall ensure that the batch strength for training shall be no less than 80. In the event that the batch strength falls below the specified minimum, Centum reserves the right to put the training on hold until the minimum batch strength requirement is met.
3. Second Party will support in Candidates documentation verification as per the need of project M&E guidelines.
4. Second Party will share the academic and placement activities calendar/schedule with Centum to minimize the chances of confliction with training sessions.
5. Second Party 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.
6. Second Party 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.




Director
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Shirpur Dist. Dhule (MS)

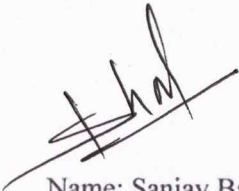


7. Second Party will support Centum to maintain minimum 80% presence of beneficiaries in training sessions. And put strict official notice and declarations in place for beneficiaries to avoid dropouts and absenteeism.
8. Second Party has agreed to arrange the boarding and lodging of the trainers during the On campus training or management team visits during the programme.
9. Second Party will be considered as authorized physical training center of Centum Foundation IT Skilling project and provide necessary infra-structure (Dedicated computer lab, projector, Internet etc.) for smooth training delivery.
10. Second Party will support in Official visits of Project team and will do arrangements for necessary facilitation for the project team and stakeholders.
11. Second Party will take prior necessary approvals to use company logos and display all Project branding safely at college premises.
12. Second Party would share the details of the beneficiaries on official letter head who have been placed through campus recruitment or Centum's placements drives under CSR project. 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.

For:
Centum Foundation

Sign:



Name: Sanjay Bahl
Designation: Authorized Signatory



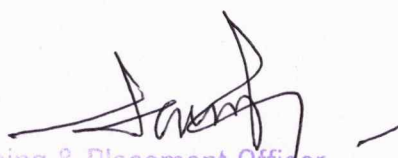
For:
**R C Patel Institute of Technology,
Shirpur**

Sign:



Name: Prof Dr. J B Patil
Designation: Authorized Signatory

DIRECTOR
R C. Patel Institute of Technology
Shirpur Dist. Dhule (MS)


Training & Placement Officer
R. C. Patel Institute of Technology
Shirpur, Dist: Dhule (MS)

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