



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 11th Day of June 2020 at Pune by and between: -

M/s. CY9 India Private Limited (A subsidiary of Cy9 LLC, USA) a company registered at Pune(Maharashtra), being represented by its Authorised Representative **Mr. Mohan Kamble** (hereinafter referred to as “**First Party**” which term shall include all its successors in interests and permitted assignees)

And

Zeal College of Engineering and Research, Pune (hereinafter referred to as the “**Second Party**” which term shall include all its successors in interests and permitted assignees)

WHEREAS the First Party is in the business of providing professional services and a job platform which offers internship, fulltime jobs for fresher’s in cyber security domain, via the Cyberpool website URL namely Cyberpool.io.

WHEREAS the Second Party is in the activity of providing engineering education to students.

WHEREAS both parties are desirous of synergising their core competencies and have agreed to enter into this Memorandum of Understanding on the following terms and conditions: -

I. PURPOSE AND OBJECTIVE

- 1) The main object and purpose of this Memorandum of Understanding is to promote cooperation in job placements in cyber security, artificial intelligence, deep learning, and software development domains by both parties.

II. FORMS OF COOPERATION

- 1) The First Party agrees to offer internships and entry level jobs to the members of the Second Party.
- 2) The First Party agrees to provide free access to cyberpool.io, a hiring platform for cyber security global companies, to the students of the Second Party.





- 3) The First Party shall work with its global cybersecurity clients, and provide additional internship, entry level jobs from their clients to the students of the second party.
- 4) The Second Party shall ensure that the all the members of the Second Party have a separate identification, through a unique login, in order to apply the jobs from the First Party or from the clients of the first party for FREE.
- 5) The First Party shall enlist the Second Party and the Second Party shall enlist the First Party as each other's STRATEGIC PARTNER in each other's website, brochures or any other marketing material.
- 6) The Second Party and First Party shall mutually agree to undertake joint career training activities at various educational institutions and other organised seminars and workshops.
- 7) The agreement is mutually exclusive i.e. both parties do not have exclusive rights on the other side.

III. INTELLECTUAL PROPERTY

- 1) Both Parties agree that they shall execute a separate agreement in respect of the sharing and access to the intellectual property and software programs of each of the parties.

IV. LIABILITY

- 1) Both parties shall have no liability for any losses, damages or costs towards each other in respect of any conduct arising out of or in relation to this Memorandum of Understanding.

V. LEGAL RELATIONSHIP

None of the terms of this Memorandum of Understanding shall be construed to confer any legal relationship between the parties.





VI. DURATION

7.1 The duration of this Memorandum of Understanding shall be for a period of three years from the date of this Agreement. Both parties shall have the option to renew this Memorandum of Understanding for further period of three years by written consent of both parties.

7.2 Both parties may cancel this Memorandum of Understanding by giving three months prior written notice delivered to the other party.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed on this 11th day of June, 2020 in the presence of witness with free will and without any undue influence or duress.

mkamble

Mohan Kamble
Managing Director
CY9 India Pvt Ltd
Date: 11th June 2020

Ajate

Dr.Ajit M Kate
Principal
Zeal College of Engg.
Date: 11th June 2020





PSP-IP
PATENT SUPPORT PEOPLE



PSP-IP & ASSOCIATES (P) LTD.
Intellectual Property Attorney's IP Services & Consultancy

Pvt. Ltd. Corporate CIN No.: U74999PN2018PTC176283 | An ISO 9001:2015 Company | GST: 27AAJCP8388G1ZR
[Pursuant to sub-sect.(2) of Sect. 7 of Companies Act, 2013 (18 of 2013) & Rule 18 of Companies (Incorporation) Rules, 2014]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 17th June 2020

BY AND BETWEEN:

ZEAL EDUCATION SOCIETY, PUNE, an educational institution established under prevalent laws with their registered address at Narhe, Pune-411023, Maharashtra, India, herein after referred to as "ZEAL".

AND

PSP-IP & ASSOCIATES PVT LTD, an ISO-9001:2015 Certified International Intellectual Property Law Firm with its principal place of business at 1A, Bank of Baroda Commercial Complex, Nigadi Pradhikaran, Pune - 411 044, India, hereinafter referred to as PSP-IP.



1. BACKGROUND

11 ZEAL

ZEAL is one of the foremost Technical Institute in Pune Maharashtra, established in 1999 and affiliated to SPPU University, Maharashtra and approved by AICTE, New Delhi.

12 PSP-IP & ASSOCIATES

PSP-IP & Associates Pvt Ltd of International IP Attorneys An ISO 9001:2015 Company offering legal services in the area of intellectual property, specifically, Trademark, Copyright, Industrial Design, Start-up & Patent like IPR National/ International services in Worldwide 152 major Countries (PCT Group) and well-connected in overall Maharashtra, Karnataka, Rajasthan, M.P., Delhi, A.P., Gujarat, Kerala etc within India and outside India in Germany, Japan, North Korea, France, Australia, UK, US, Canada etc; offering International IPR Legal Prosecution, Granting & Commercialization Services, Legal Disputes, IP Infringement, IP Valuation Audit Landscape, Litigation, Searches like FTO | Invalidation etc rather than only Patent Filing.

13 ZEAL wishes to establish PSP-IP Incubation Centre & IPR Nodal Centre at ZEAL Campus (Pune) for the Training, Consultancy and related Services in Intellectual Property (IP), Domain Specific Consultancy, Technology Consultancy, Start-up Consultancy etc to an Individuals or Organizations (in-house and nearby).

14 ZEAL further assures PSP-IP that it has passed appropriate resolution towards establishing such PSP-IP Incubation Centre & IPR Nodal Centre which is not in contravention of any laws, by-laws, rules and regulations of UGC, AICTE and SPPU University and is fully authorized by its management committee & board of trustees to enter into this MoU and to provide all below mentioned minimum required facilities and Infra etc to establish flourishing Incubation Centre & IPR Nodal Centre.

- One Office Cabin area 10' x 10' Space for PSP-IP Incubation Centre & one more for IPR Nodal Centre, both with necessary Infrastructure (like Office Table, Rack, 6 Chairs, AC/Fan etc), WiFi, PC, all in one Printer, Stationary, Standee Display, Acrylic Board of Banner one inside and another outside office Cabin etc

- The Office Cabin must have separate Entrance with Lock Facility considering the visits of outside Clients from Industries/ Organizations between 9am to 9pm - 365 days and confidentiality of the information/data respectively.

- One common/sharing Mini-Conference Room (Round Table) as and when required

- One common/sharing Auditorium as and when required

- One common/sharing Lounge as and when required

15 ZEAL wishes PSP-IP to facilitate and support the proposed PSP-IP Incubation

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Centre & IPR Nodal Centre and PSP-IP has agreed to the same on the following terms and conditions.

2. RESPONSIBILITIES AND OBLIGATIONS

By signing this MoU both the parties agrees to offer and share individual resources and expertise w.r.t. all above mentioned Products & Services to establishing an Incubation Centre & IPR Nodal Centre at ZEAL Campus. Further commits towards the time-line for responsibilities on both parties and to perform for reciprocal benefit by contributing as per the Responsibilities & Obligations listed below,

21 Responsibilities and Obligations of ZEAL

The ZEAL shall:

- 21.1 Provide appropriate office space and necessary infrastructure / resources at ZEAL campus as mentioned above for Incubation Centre & IPR Nodal Centre where ZEAL Stakeholders as well as outside Clients can visit for Consultancy work as well as Trainings.
- 21.2 Appoint one Head for each Incubation Centre & IPR Nodal Centre and associated Team Members from Faculty and Students, preferably from different disciplines and domains to contribute towards the Training and Consultancy.
- 21.3 Incubation Centre & IPR Nodal Centre Members shall sign the Non-disclosure agreement with PSP-IP.
- 21.4 Procure the required books/ journals for IP CELL Library along with required IP CELL office set up; further ZEAL will apply for the funds/sponsorship from funding agencies/ corporate for the same as per the inputs from PSP-IP.
- 21.5 Yearly expenses like visiting card , brochure, pamphlet, office stationary, consumable item, Local conveyance etc expenditures during client visit / Meetings with Clients/ Seminars etc should be by ZEAL as an investment/ Contribution to get benefits of equal Profit Sharing (PSP-IP, Students/ Associates, Franchisee & ZEAL) which should not be exceed Rs. INR 80000 P.A.
- 21.6 Fees Structure : Professional Fees 31000 includes Novelty search, patentability opinion, enhancement, request for early publication (Govt. Fees at actual as mentioned below)

Govt. Fees:

Complete Patent filing Rs. INR 1600

Request for early publication Rs. INR 2500 (optional)

Professional fees Rs. INR 31000 + GST 18% on professional Fess

Request for Examination Rs. INR 4000 (within 4 yrs since Complete Patent

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filing)

- 2.17 Make arrangement for accommodation, expenditures like Transportation, local conveyance and food etc (as and when required) for representatives of PSP-IP during their visit to ZEAL for Training and Consultancy purpose; local conveyance/transportation facility (Not Public Transport) will be provided by ZEAL to visit nearby client locations for Tech/IPR Consultancy / Training / Seminars/ Follow-up etc.
- 2.18 Allow PSP-IP to decide the Fees Structure of Consultancy and other Services. It will be vary for Institution, students, industry, and inside stakeholders.
- 2.19 Make available the ZEAL Incubation Centre & IPR Nodal Centre Core Team round the clock for several activities like Training, Promotions and Contribution towards getting the assignments.
- 2.10 Approach various Industries, professional Organizations, Institutions etc., Institutions and professional organizations for Consultancy/ Training/Meetings/Seminars (along with representative of PSP-IP or Support from Back office on Telephonic/Video Conferencing as per the requirement) to create awareness of "IPR and Importance of protecting their Intellectual Property.
- 2.11 To analyze their Products & Services to offer Consultancy" followed by the interaction with the concerned authorities. ZEAL Incubation Centre & IPR Nodal Centre Core Team will provide -round the clock support and guidance/ solutions to the-queries/problems with regards to the above mentioned products/ services and educate them w.r.t. IPR/Domain Specific Innovations/Solutions and its future scope/opportunities/benefits etc., with proper Trainings/Consultancy in liaison with PSP-IP.
- 2.12 Collect the information to prepare appropriate Databases of the UG/PG/PhD project works/ Dissertation/ Thesis's as well as Databases for Industry/ professional Organizations etc and further study these to shortlist wherever there is a scope for IPR/ Domain Specific Solutions/Consultancy etc in liaison with PSP-IP.
- 2.13 Revert to the concerned Institutions/organizations as per the directions from PSP-IP for further process of Legalities/Support involved/Searching/Drafting/IPR filling/Solutions/Fees/ Turn-key Solutions/ Consultancy etc.
- 2.14 ZEAL Incubation Centre & IPR Nodal Centre will be available for any kind of assistance/ helping hand to PSP-IP to contribute towards these Processes.

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- 21.15 ZEAL shall retain all 100% receivables (fees etc) from participants for IP/Domain Specific seminar, training, etc.
- 21.16 Do necessary Promotions/ Campaigning activities to generate business in terms of pamphlets printing & distribution, newspaper Ad, Digital Marketing etc. beside joint Seminars/ Meetings etc (along with representative of PSP-IP) of IP/social innovation/ industry solutions/ consultancy etc Awareness at Client's locations as well as ZEAL Campus.
- 21.17 Allow to design and conduct all kind of IP/social innovation/ industry solutions/ consultancy etc related Courses and Trainings which PSP-IP desires to run in the ZEAL Campus/ Client Site etc.
- 21.18 Prepare and issue a Certificate to each Participant who will successfully complete the IP/social innovation/ industry solutions/ consultancy etc Trainings etc.
- 21.19 ZEAL assures PSP-IP that no monetary investment shall be asked now or in future from PSP-IP for any activities conducted under the auspice of Incubation Centre & IPR Nodal Centre or ZEAL. The essence of this MoU is that no monetary commitment is made by PSP-IP (except wherever its 100% ZEAL Sponsored Consultancy Activity - includes all kind of expenditures Marketing, Campaigning, Travelling, Man-Power, all kind of required Resources etc; where Profit sharing will be with all involved Associates/Experts, ZEAL & PSP-IP) and the only investment PSP-IP shall make is of its TIME and KNOWLEDGE.

22 Responsibilities and Obligations of PSP-IP & ASSOCIATES

PSP-IP shall:

- 221 Select min. 2 to max. 25 Students (based on the category of MoU - Plane or Commercial with Revenue Generation) from Campus Placement Drive through its LERAN & EARN Scheme of 12 months Internship, Stipend INR 5000 to INR 10000 p.m. followed by min. INR 2.4 to 3.6 LPA CTC Package subject to successfully completion of an Internship (ZEAL should make an arrangement for accommodation, expenditures like Remuneration to the Interview Panel, Transportation, local conveyance and food etc).
- 222 Designate min. PSP-IP Campus Ambassadors for overall coordination and smooth administration to run day to day activities with additional benefits.
- 223 Deal with the ZEAL and any representative of the PSP-IP in good Faith in all aspects of the partnership.
- 224 Provide support to establish an Incubation Centre & IPR Nodal Centre @ZEAL.

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- 225 Conduct 2 days STTP/FDP once in a year (Short Term Training Program) for University Level Academicians (Engineering/ Pharmaceuticals/ Technology / Law etc Institutions as well as Industries/ Professional Organizations etc) at Incubation Centre & IPR Nodal Centre @ ZEAL, (However, Travelling & other expenditures, local hospitality, like stay, etc.; shall be arranged by ZEAL.)
- 226 Provide advanced level training (twice in a year) to the selective core team members of the Incubation Centre & IPR Nodal Centre @ ZEAL as well as provide continuous support for "Intellectual Growth" without any kind of charges/fees. (However, Travelling & other expenditures, local hospitality, like stay, etc.; shall be arranged by ZEAL).
- 227 Assign Representative to accompany or support on telephonic/video conferencing etc to PSP-IP ZEAL Team to visit and deliver IP Awareness Seminars for Promotions of Incubation Centre & IPR Nodal Centre Pharma/ Engineering / Polytechnic/ MCA/ UG/ PhD/PG etc., Institutions and professional organizations/ Industries.
- 228 Allow (with prior approval) to mention about PSP-IP and to use Logo of PSP-IP on Incubation Centre & IPR Nodal Centre @ZEAL Communication Material such as Letterhead of IP CELL, Brochure, Pamphlets, any, Stamp, Flex, Admission Form, Fees Receipt, and Website etc., wherever relevant but shall not indulge in any act or omission to the contravention of the Advocates Act 1961 and Bar council of Maharashtra Rules and Regulations.
- 229 Keep the Training/Course content latest with the growing Industry trends in IP to share with the Incubation Centre & IPR Nodal Centre.
- 2210 Take care of the Entire Training, Course Material (if any), Assessment/ Evaluation (if any) of all enrolled participants in liaison with the Incubation Centre & IPR Nodal Centre.
- 2211 Provide equal Profit sharing (among PSP-IP Local Franchise | Associates Involved | PSP-IP & ZEAL) and update about the Training/ Consultancy Fees structure and Course Details to Incubation Centre & IPR Nodal Centre.
- 2212 Provide - all IP related Training/ Consultancy / Services to the ZEAL Group of Institutions and Organizations with concessional rates as per mutual consent.
- 2213 Three Patentability Search Opinion Summary sheet per stakeholder per year complimentary to the ZEAL Stakeholders (where ZEAL required to share all Projects/ Mini Projects/ Ideas/ Innovations database/synopsis/ IDF Forms etc together with Team PSP-IP).
- 2214 Similar way Techno-Legal Support for throughout tenure of IP Products like 20 years for Patent.

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- 2215 Provide time to time Guidance and necessary Support whenever Required to Incubation Centre & IPR Nodal Centre.
- 2216 Offer Sponsorship in the form Certificates/ Trophies/ Banners etc (along with PSP-IP details on it) for events like Hackathon/ Competitions/ Conference etc
- 2217 Offer Consultancy to from Startups and to nurture it properly to ZEAL Stakeholders for START-UP India Registrations followed by Commercialization.

3. GAIN/FUNDS/ REVENUE SHARING

- 31 PSP-IP& ASSOCIATES PVT LTD would not be incurring or reimbursing any expenses towards the Trainings/STTPs. The only outgoing from PSP-IP end will be the expertise (Training, Teaching and Assisting).
- 32 The Gain to Incubation Centre & IPR Nodal Centre will be receiving the knowledge, establishing a flourishing Incubation Centre & IPR Nodal Centre to provide Trainings/ Consultancy/ other IP/Domain related Services.
- 33 The Tenure of this MoU shall be for ONE YEAR (1) from the date of signing this MOU and shall be extended with mutual written understanding.

4. RESTRICTIONS

- 41 After Signing this MoU, PSP-IP cannot appoint any other Engineering Educational Institute from nearby area for establishing Incubation Centre & IPR Nodal Centre with Commercial point of view like Revenue Generation/ Profit Sharing etc for offering the same services.
- 42 After Signing this MoU, ZEAL cannot appoint any other Firm/Entity/Individual etc for offering the same/similar services.

5. TERMINATION CLAUSE

- 51 Non-Compliance of any of the above terms and conditions by Either Party shall result in immediate termination of this MoU.
- 52 Either Party may terminate this Partnership for cause, by providing 3 Month notice in writing to other party.
- 53 Whenever any party Wishes to terminate this MOU after giving three Month Notice then in that Case:

a. PSP-IP must complete the Training Course of Enrolled Participants.

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PSP-IP & ASSOCIATES (P) LTD.

Intellectual Property Attorney's IP Services & Consultancy

Pvt. Ltd. Corporate CIN No.: U74999PN2018PTC176283 | An ISO 9001:2015 Company | GST: 27AAJCP8388G1ZR
[Pursuant to sub-sect.(2) of Sect. 7 of Companies Act, 2013 (18 of 2013) & Rule 18 of Companies (Incorporation) Rules, 2014]

- b. PSP-IP must complete the incomplete Consultancy work/ IP Related Services (if any).
- c. ZEAL shall release all information to PSP-IP regarding the contact persons/IP clients they have interacted over the period of time and payment/fees collected/dues etc.

6. JURISDICTION AND GOVERNING LAW:

- 6a) In case of any dispute arising out of this MoU, the parties shall try their best to resolve the same mutually. However, if a settlement is not arriving, then both parties agree to submit their grievance to Pune courts.

I/We have clearly understood all the terms and conditions and agree to abide by them.

In Witness whereof duly authorized representatives of the PARTIES have entered into this MOU as of the date _____ till the Date _____; at the end of this tenure this MoU Agreement can be renewed with the mutual consent of both the parties.

Mr. Jayesh Katkar
Secretary, Zeal Education Society



On 17/06/2020

Ms. Rajashree R. & Dr. Suryakant Patil
Directors, PSP-IP & ASSOCIATES (P) LTD



On 17/06/2020

For PSP-IP & ASSOCIATES PVT LTD



Ref. No.:

Date :

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 11th day of - August - Two Thousand Twenty (2020),

BETWEEN

Zeal Education Society's Zeal College of Engineering & Research, S.N. 39, Katraj Dhayari Road, Narhe, Pune - 411041, the First Party represented herein by its Dr. Ajit Kate (Principal) (herein after referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators, and assigns).

AND

Cloud Counselage Pvt. Ltd., 91 Springboard, 1 & 2 Floor, Kagalwala House, Behind Metro House, Plot No. 175, CST Road, BKC, Kalina, Mumbai - 400098, the Second Party, and represented herein by its Managing Partner, Harshada Topale (Director), (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- Zeal Education Society's Zeal College of Engineering & Research

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- B) First Party & Second Party 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 and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Cloud Counselage Pvt. Ltd.**, the Second Party is an IT & Management Consulting, Advisory & Career services company based in Mumbai, founded in February 2015
- F) The Second Party through its career services has a vision to build young skilled workforce of a million by 2022 by up skilling, providing corporate and industry exposure to the aspiring engineers for their continuous professional development. Recently they have hired 1000+ interns from 150+ colleges across Maharashtra and is now collaborating with institutions through Industry-Academic Connect initiative PAN India.

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 channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

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- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.
- 1.4 A single point of contact (SPOC) will be designated by the First Party and the Second Party each to facilitate this co-operation.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries;

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the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of the students of First Party.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields like Data science, Machine Learning, Artificial Intelligence, Robotics, etc. whenever possible.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement in accordance with the schedule proposed by Second Party.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **College name**, the First Party to take up any program mentioned in the MoU. If there is any

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financial consideration, it will be dealt separately.

- 2.11 If during the operation of the MOU, circumstances may arise which call for alteration/modification to this MOU, such alteration/modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid for until it is expressly terminated by either Party on mutually agreed terms, during which period Cloud Counselage Pvt. Ltd., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Cloud Counselage Pvt. Ltd.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is

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authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party. However, both the parties can present this 'Industry-Academia Connect' establishment information in public domain.

CLAUSE 6 FORCE MAJEURE

- 6.1 The performance by either Party of its obligations under this MOU shall be excused for a period that is considered/ can be considered reasonable under the circumstances resulting in any failure or delay caused by any force majeure events such as riots, war, fire explosion, state of emergency, natural disasters (for example earthquake, cyclone, hurricane, etc.), embargo or requisition or any other act of God. The Party wishing to be excused (pursuant to this clause) shall notify the other Party in writing without delay on the intervention and on the cessation thereof.

Zeal College of Engineering & Research,
S.N. 39. Katraj Dhayari Road
Narhe, Pune - 411041

(First Party)

Cloud Counselage Pvt. Ltd.
91 Springboard, Kagalwala
House, Plot No. 175, CST
Road, BKC, Kalina,
Mumbai - 400098

(Second Party)

This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Mumbai'.

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AGREED:

For ZES's Zeal College of Engineering
& Research, Pune

Topale

Principal
S.N. 39, Katraj Dhayari Road,
Narhe, Pune - 411041

(Authorized Signatory)

For Cloud Counselage Pvt. Ltd.

Harshada



Director,
91 Springboard, Kagalwala House,
Plot No. 175, CST Road, BKC, Kalina,
Mumbai - 400098.

(Authorized Signatory)

Organization	Zeal Education Society's Zeal College of Engineering & Research, Pune	Cloud Counselage Pvt. Ltd.
Address	S.N.39, Katraj Dhayari Road, Narhe, Pune 411041	91 Springboard, Kagalwala House, Plot No. 175, CST Road, BKC, Kalina, Mumbai - 400098.
Contact Details	020-67206143	93720 87348
Email	Placement.dcoer@zealeducation.com	harshada.topale@cloudcounselage.com
Web	www.zcoer.in	www.cloudcounselage.com

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



ZEAL EDUCATION SOCIETY
C E L E B R A T I N G
20 YEARS OF EDUCATIONAL EXCELLENCE

Founder. Hon. Mr. S. M. Katkar



**Zeal College of Engineering and
Research, Narhe, Pune**

AND



EvolvingX Services (OPC) Private Limited

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the First Day of October 2020 (01/10/2020)

BETWEEN

EvolvingX Services (OPC) Private Limited, a company formed under the Companies Act, 2013, with its registered address at CS NO 3263/1/A, NEAR RAJWADA, KURUNDWAD SHIROL Kolhapur, Maharashtra, India – 416106, **(Operating from Pune, Maharashtra) the First Party** represented herein by its authorized signatory, CEO & Founder - Mr. Amol Purandar Nitave (**Name of Competent Authority / Representative**) (hereinafter referred as '**EvolvingX**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in- office, representatives, employees, administrators and assigns).

AND

Zeal College of Engineering and Research, Narhe, Pune, the Second Party, and represented herein by its authorised signatory and representative **Dr. Ajit M. Kate, Principal** (hereinafter referred to as "**INSTITUTION**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, employees, representatives, administrators and assigns).

(**EvolvingX and INSTITUTION** are hereinafter jointly referred to as - "**Parties**")

WHEREAS:

- A) EvolvingX is a **CAPACITY BUILDING & YOUTH EMPOWERMENT PARTNER** named: EvolvingX Services (OPC) Private Limited and is the subject matter expert in Training & Consulting - educational services.
- B) Both parties, **EvolvingX & INSTITUTION**, 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 Empowerment Programs through Skill Based Training, Strategic Consultation, Education and Research.

- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) The **INSTITUTION** is engaged in Education, Skill Development, and R&D Services in the fields of **Higher & Technical Education, Management & Professional Courses, Employability, Entrepreneurship Development, and related fields**

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

CLAUSE 1 CO-OPERATION

1. Both Parties are united by common interests and objectives to empower youth / students, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institutions** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all non-confidential information that may be relevant to secure additional opportunities for one another. In case of exchange of confidential information being shared, the recipient(s) of such confidential information shall keep it protected like a reasonable and prudent man would for his own confidential information. Subject to a case-to-case basis prior written approval, **INSTITUTION** would arrange the logistics and pertinent operational expenses incurred for events/ interventions organised by **INSTITUTION**. It is recommended that **INSTITUTION** should use own infrastructure to reduce the operational expenses for any event (in-house) being hosted by **INSTITUTION**.
2. **EvolvingX & INSTITUTION's** co-operation will facilitate effective utilisation of the subject matter expertise of EvolvingX and intellectual capabilities of students at **INSTITUTION**, providing significant inputs in developing suitable eco-systems, keeping in mind the needs of the industry, to the **INSTITUTION**.

3. The general terms of co-operation shall be governed by this MOU. Both Parties shall cooperate with each other and shall, as promptly as is reasonably and Financially practical, and in order to encapsulate a case-to-case basis understanding of such financially practical cooperation enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

1. The budding graduates from **INSTITUTION** could play a key role in technological up-gradation, innovation and competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. **Skill Development Programs: EvolvingX** to train the students of **INSTITUTION** on the employability skills, entrepreneurship, emerging technologies, life skills, methodologies and soft-skills in order to bridge the skill gap and make them industry ready.
3. **Internships and Placement support to Students: EvolvingX** will help with Internship of students of the **INSTITUTION** Party, if required, as per AICTE internship Policy.
4. **Faculty Development Programs: EvolvingX** to train the Faculties of **INSTITUTION** for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
5. **Guest Lectures: EvolvingX** to extend the necessary support to deliver guest

lectures to the Students/Faculty of the **INSTITUTION** on the technology trends emerging technologies, life skills, methodologies, soft-skill and in house requirements.

6. **Research and Development:** Both Parties may carry out the joint research activities in the field pertaining to the scope mentioned above
7. **Strategy/Curriculum Design: EvolvingX** to give valuable inputs or facilitate to the **INSTITUTION** in teaching/training methodology and suitably customise the curriculum so that the students fit into the industrial scenario meaningfully.
8. **Industrial Training:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the **EvolvingX** to assist the Faculty and Students of the institution to involve in Industrial Training Programs for the **INSTITUTION**. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
9. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
10. The commercials and expenses will be subjective to the nature and scope of engagement, it will be dealt separately.

Nature of activities:

- A. **Type 1:** 'Completely Free for **INSTITUTION**', OR '**EvolvingX** would arrange all expenses, if any'
- B. **Type 2:** 'Only Operational Expenses & Logistics for the **INSTITUTION**, if any' (Example: travel/stay/stationary/course material/venue set up, etc.)
- C. **Type 3:** 'All expenses would be arranged by the **INSTITUTION**' (Training cost, operations & logistics)

Both parties will decide on the nature of the intervention and commence once

they mutually agree to it in writing prior to such intervention. In case of type 2 or 3, Both parties will have mutual consent on the commercial nature of the specific intervention and agree in writing (email, letter, notice, or any other digital medium) before commencing any commercial/non-commercial engagement pertaining to the scope of the MoU.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 3.2 **Both parties will respect each others Privacy and IPR Policies** without any violation. In case of any violation of IPR, the MoU would be terminated immediately.

CLAUSE 4 VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms during **2nd October 2020 to 31st March 2023**, the **EvolvingX INSTITUTION**, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **CAPACITY BUILDING & YOUTH EMPOWERMENT PARTNER**, the **EvolvingX** after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration

Act, 1996. The place of the arbitration shall be at District Head Quarters of the EvolvingX. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kolhapur/Pune.

5.2 It is expressly agreed that **EvolvingX** and **INSTITUTION** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorised to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

AGREED BY:

For First Party

For Second Party



Mr. Amol Nitave, CEO EvolvingX
Authorised Signatory (Name & Sign)



Dr. Ajit M. Kate, Principal
Authorised Signatory (Name & Sign)

EvolvingX Services (OPC) Pvt. Ltd.	Zeal College of Engineering and Research, Narhe, Pune
Maharashtra (IND)	Maharashtra (IND)
+91 8087529663, 7822823839	020-67206106
team.evolvingx@gmail.com ceo.evolvingx@gmail.com	principal.zcoer@zealeducation.com
www.evolvingx.com	zcoer.in

Seal/stamp:

First Party:

Second Party:



PRINCIPAL
ZES's Zeal College of
Engineering & Research
Narhe, Pune - 411 041.

Witness:

Name: Prof. Viraj Barge
Designation: Training Placement Officer
Email: placement.dcoer@zealeducation.com
Mobile: +91-9763108342 / 020- 67206143



Signature of the witness

Memorandum of Understanding

Between



Zeal Education Society



**Gallop Infra
Services Consultancy**





ZEAL EDUCATION SOCIETY

Narhe Campus, S.No.39, Katraj-Dhayari Road, Off Bangalore Bypass, Narhe, Pune 411 041
Tel.: 020 67206100 Fax: 020 67206101 E- mail: contact@zealeducation.com
Website: www.zcoerpune.org

Memorandum of Understanding



Zeal Education Society



Gallop Infra Services Consultancy

Memorandum of Understanding (MOU) is made on this 14/05/2021

By and Between

Gallop Infra Services Consultancy, based in Pune, (e Office No 101, First Floor, Parihar Bhati Complex, Survey No 28, next to Binawat Township Gate No. 2, Sasane Nagar, Hadapsar, Pune, MS. 411028).

And

Zeal Education Society having its registered office at Narhe, (hereinafter referred to as “ZES” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its trustees, successors and permitted assigns) of the other part.

(Both hereinafter referred to individually as “Party” or together as “Parties”)

Background

Whereas, **Gallop Infra Services Consultancy**, and **Zeal Education Society** propose to organize students enrichment programs and placement opportunities; to build a strong bond with each other and facilitate initiation of mutually beneficial activities in the field of technical, managerial and social knowledge sharing, optimization of resources, educational enhancement, expertise augmentation and become a role model for any Industries-Institutes Interaction.



ZEAL EDUCATION SOCIETY

Narhe Campus, S.No.39, Katraj-Dhayari Road, Off Bangalore Bypass, Narhe, Pune 411 041
Tel.: 020 67206100 Fax: 020 67206101 E- mail: contact@zealeducation.com
Website: www.zcoerpune.org

Now the Parties agree as follows:

Objective

To involve “**Gallop Infra Services Consultancy**” and its associate Companies and “**ZES**” to engage in the activities of:

- Setting up of Excellence Centers at **Zeal Education Society**.
- Faculty exchange program.
 - 1) **Gallop Infra Services Consultancy** Managers & Technical Experts to share practical knowledge in the field of Technical, HR, Finance, Operations and Marketing for **ZES** Students.
 - 2) **ZES** Faculty to design and arrange Soft Skill & Management Development Program (MDP) for employees.
 - 3) To design and arrange Faculty Development Program (FDP) for **ZES** Faculty on latest trends and demands of Industries.
- Industrial Visits for **Engineering students** to an associate Company.
- Facility and infrastructure sharing for multiple usages such as:

ZES will make available Seminar Hall, Library Area, laboratories to enable “**Gallop Infra Services Consultancy**” to conduct training programs for their employees.

- Placements & Internships for Engineering and Management Students.
- Organize workshops, conferences and symposia with joint participation of the Institute and the “**Gallop Infra Services Consultancy**”.
- To arrange carrying out of projects/dissertation works in industries under joint guidance of the faculty members and “**Gallop Infra Services Consultancy**”.
- To deliver sessions on subject of “**Gallop Infra Services Consultancy**” choice such as industry expectation, corporate trends and promoting value based education in technical fields
- Encourage our students to undertake any product research or Product Development Projects **Gallop Infra Services Consultancy**.
- Jointly promote and sponsor social programs for society including CSR, Environment and Education.
- Provide opportunities for employees of and associate companies to pursue post-graduation courses in **ZES**, Pune.
- Two days faculty training program for **ZES** faculties at **Gallop Infra Services Consultancy**.
- Any other initiative, activity or program not specified above to be mutually discussed and agreed upon after due approvals.



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Joint Certification:

- On conclusion of any joint exercise, the participant will be issued a certificate of merit duly signed by both Institutions.

Action Plan:

- A Committee shall be formed under the joint leadership of Head of and Director of **ZES**. Together they will nominate two officials each as its members. Minutes of Meeting will be maintained.
- Each institution shall designate a liaison officer to develop and coordinate the specific activities agreed upon.
- The committee shall meet once in a 3 or 6 months to plan activities, assigned responsibilities, obtain internal approvals in case costs are involved and take them to satisfactory conclusion.

Terms and Conditions:

- **Purpose** - The purpose of this Memorandum of Understanding is only to express the intentions of the parties and is not intended to be legally binding on either party.
- **Funding** -The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding including costs involved shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. This Memorandum of Understanding imposes no financial obligations on either party.
- **Responsibility** - Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institutions during the period of this Memorandum of Understanding.
- **Duration** - This memorandum shall remain in effect for the period of 3 years from the date of its execution by both parties. Either Party may terminate this Memorandum of Understanding by giving seven days' notice in writing to the other Party. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of Understanding, basis discussion and upon mutual agreement between the two parties.

Miscellaneous:

1. Invalidity

If any provision of this MOU, or any portion thereof, is held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this MOU will remain in full force and effect and such provision or portion will be deemed omitted and this MOU will be construed as if such invalid or unenforceable provision or portion had not been contained herein.



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2. No Waiver

No term or provisions hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

3. Entire Agreement

This MOU states the entire understanding between the parties on this subject and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter. No amendment or modification of this MOU shall be made except by a writing signed by both Parties.

4. Independent Contractors

This MOU shall not constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Neither Party shall have the authority to bind the other without the prior written approval of the other in each and every case other than as specifically provided for in this MOU.

5. Force Majeure

Neither Party shall be liable to the other for failing to perform its obligations under this MOU because of circumstances beyond the control such Party. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer hardware, software and telecommunications failure or any events reasonably beyond the control of such Party.

6. Governing Laws

This MOU shall be governed by laws of India.

7. Dispute Resolution:

Any disputes or differences with respect to or in relation with this MOU shall be settled by mutual discussions of the Parties within a period of thirty (30) days. In case Parties fail to amicably settle the disputes or differences within the aforesaid period, this MOU shall stand terminated.



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In witness thereof, **Gallop Infra Services Consultancy** and **ZES** have caused this Memorandum of Understanding to be executed by their duly authorized representatives, on the date, month and year hereinabove mentioned.

For **Gallop Infra Services Consultancy, Pune**

For Zeal Education Society

(Authorized signatory)

Name: Rahul Birajdar

Designation: MD

Place: Pune

Date: 14/05/2021

(Authorized signatory)

Name: Dr. A. M. Kate

Designation: Principal

Place: Pune

Date: 14/05/2021