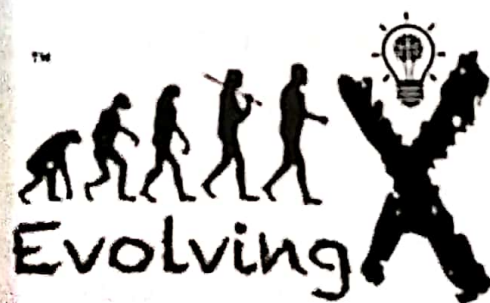


MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



JSPM & TSSM Group of Institutions
**JSPM's RAJARSHI SHAHU
COLLEGE OF ENGINEERING,
TATHAWADE, 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

JSPM's Rajarshi Shahu College Of Engineering, Tathawade, Pune, MH, the Second Party, and represented herein by its authorised signatory and representative **Dr. R. K. Jadhav, 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



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

For Second Party



PRINCIPAL
Jayawant Shikshan Prasarak Mandals
Rajarshi Shahu College of Engineering
Tathawade, Pune-411 033
Dr. R. K. Jain, Principal
Authorised Signatory (Name & Sign)

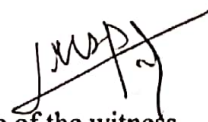
EvolvingX Services (OPC) Pvt. Ltd.	JSPM's Rajarshi Shahu College Of Engineering, Tathawade, Pune,
Maharashtra (IND)	Maharashtra (IND)
+91 8087529663, 7822823839	9822746067
team.evolvingx@gmail.com ceo.evolvingx@gmail.com	jainrb20@gmail.com
www.evolvingx.com	http://www.jspm.edu.in/

Seal/stamp:
First Party:



Second Party:

PRINCIPAL
Jayawant Shikshan Prasarak Mandals
Rajarshi Shahu College of Engineering
Tathawade, Pune-411 033



Signature of the witness

Witness:

Name: Prof. SANTOSH RAOBORDE
Designation: Training Placement Officer
Email: tpo@jspmrscoe.edu.in
Mobile: 8149436756