



महाराष्ट्र MAHARASHTRA

2019

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प्रधान मुद्रांक कार्यालय, मुंबई
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सक्षम अधिकारी

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into on the 20th day of June, 2019 by and between BSE Institute Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 25th Floor, P. J. Towers, Dalal Street, Mumbai - 400001, India (hereinafter referred to as "BIL"), and Netaji Subhash Engineering College (NSEC), having its campus at Technocity, Panchpota, Garia, Kolkata - 700152 (hereinafter referred to as "NSEC").



WHEREAS NSEC is an institute has been providing undergraduate and post graduate degrees with the affiliation of the Maulana Abul Kalam Azad University of Technology, West Bengal (MAKAUT),

WHEREAS BIL is a premier institute in financial, capital market and data science training which is popular not only amongst the whole range of institutions in the Indian Securities Market but also market participants like Government, external agencies, financial institutions and corporate/s;

WHEREAS, the Parties recognize each other competencies and in consideration of the mutual promises made herein and of good and valuable consideration hereto agree that a strategic relationship between them will benefit each other,

NOW THIS MOA aims to capture the understanding reached between BIL and NSEC regarding each other's roles and responsibilities:

I) UNDERSTANDING

This MOA is intended to cover a specific collaborative effort between BIL & NSEC which will consist of the modalities and general conditions regarding collaboration for enhancing, within the country, the availability of highly qualified manpower in the areas of Data Science. BIL will design and develop course curriculum and contents for **B.Sc in Data Science (B.Sc DS) (Industry Induced)** that can be offered by NSEC at graduation level as a 3 Years Bachelor's degree course. NSEC shall initiate process to receive affiliation, compliance and subsequent renewal of the said course from the Maulana Abul Kalam Azad University of Technology, West Bengal (MAKAUT).

The scope is restricted to design and delivery of industry focused specialization that NSEC can potentially offer to the students aspiring to pursue graduation in area of applied and pure science. The program will be offered from the academic year starting 2019-20. The objective is to evolve Data Science as a specialization area in the curriculum offered by NSEC and provide the students of B.Sc DS (Industry Induced) with exposure to latest trends and techniques that are found in the world of practice and their relationship to theoretical knowledge in the field.

II) ROLES AND RESPONSIBILITIES:

A. Role of BIL:

- BIL has agreed to assist in designing and develop the specialized course in areas focused around topics (here in referred to as "Data Science topics"). These data science topics will be in addition to the core topics that are associated to the B.Sc DS curriculum of the NSEC. Kindly refer "Annexure – A" for the topics that BIL agrees to assist in designing and develop. The finalization of the entire curriculum will be jointly prepared and is to be placed before Board of Studies of the MAKAUT for approval.



- For the year 2019-20, BIL has proposed "B.Sc Data Science (Industry Induced)" to the students intending to join the course at NSEC and continue the offering to subsequent batches joining in Academic Year 2020-21 & 2021-22. (here in referred to as "Curriculum")
- It is agreed that till the end of the tenure of this MOA, NSEC will include this Curriculum as a compulsory offering to all potential candidates applying to NSEC for their graduation education. Post the end of the tenure of this MOA as per the terms mentioned in the clause VI of this MOA, both BIL and NSEC will jointly decide on the renewal of the MOA for offering the Curriculum for subsequent batches (post April 2022).
- BIL aims to assist in designing and develop the Data Science topics in consonance of the Concerned Faculty members of NSEC for this Curriculum as per the guidelines of the MAKAUT.
- BIL will depute industry experts at NSEC to teach specialized topics on domain subjects of the said curriculum which is more particularly described in the "Annexure – B" attached herewith.
- Experts deputed by BIL and delivering lectures or training, as prescribed in the curriculum, by the MAKAUT, shall be of the standard at par with the other courses at the institute, so that students admitted under B.Sc in Data Sc (Industry Induced) course could be able to at least qualify or acquire excellence or highest grade point.
- BIL will pay the suitable remuneration to the industry experts, having with requisite qualifications, sent to NSEC by BIL for teaching the specialized topics on domain subjects. The remuneration shall be paid by BIL at its own discretion.
- BIL may seek assistance/guidance of faculty & staff member/s of NSEC in product/process modification, modernization, trouble shooting, etc. for smooth and successful execution of the aforesaid course.
- BIL will, with the support of NSEC, arrange for and provide industrial visits, training and internship opportunities to experience working in live projects to the students who have completed the 2nd semester of the program in such numbers as BIL deems convenient. However, the applicable fees, if any, for the same shall be paid by the respective student.
- BIL will evaluate the feedback given by the students to gauge the success of the program.
- BIL shall nominate a representative who will be the single point of contact for the day to day working of the program.
- BIL will provide assistance to the NSEC with the necessary support to carry out promotional activities, seminars and counselling, sessions to admit prospective students for the program and orientation program on industry environment & pre-placement talks for the final year students.




- BIL will assist to provide Internship to the students on best effort basis and helping them for completion of Project / Thesis Papers in the Final Year.
- BIL will circulate the details of the course through its websites, brochures, leaflets.
- BIL shall be liable to refund the collection in case of failure in delivery of theory & practical classes, as mentioned in MOA.

B. Role of NSEC:

- NSEC shall ensure that it holds all valid accreditations, permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and guidelines prevalent from time to time, for launch, administration and instruction of the Curriculum and the same shall be kept valid and subsisting throughout the period of this MOA.
- The decision of the Governing Body, highest authority of the policy making body of the NSEC, is mandatory for all UG & PG programs pursuing at the institute.
- NSEC shall comply to get affiliation and renewal of the said course having 60 intake from the Maulana Abul Kalam Azad University of Technology, West Bengal (MAKAUT) and follow all the necessary guidelines of the MAKAUT, from time to time, for the purpose of rendering services to all the stake holders associated with the course as per guidelines of the MOA.
- NSEC will ensure to provide equal status to this curriculum (at par with all other UG courses) while offering it to students applying to NSEC. This will be done by placing the option of this course curriculum in all communication medium (NSEC Website, Student Application forms, Brochures etc.) to ensure maximum students undertaking this course.
- NSEC shall jointly conduct the delivery of the said curriculum which is more particularly described in the "Annexure – B" attached herewith as per the guidelines of the MAKAUT.
- NSEC will provide support in infrastructure and facilities for hosting and conducting program/workshop which includes but not limited to providing classrooms with projector and LCD tv, providing a Computer Lab, all digital platforms, using social network etc. NSEC will provide internet access in classroom and Computer lab with adequate bandwidth for duration of the program.
- NSEC shall allow BIL to conduct the periodical audits to evaluate the execution of the program.
- NSEC will carry out branding and promotion for purpose of promoting the programs amongst prospective students.

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- NSEC will own the responsibility of conducting the exams/assessments of student performance across all the topics in this Curriculum in all the semesters strictly with the guidelines of the MAKAUT. However, it may consider the assessment criteria as suggested by BIL during the Curriculum design.
- NSEC shall appoint assessors for assessments of the projects done by the students of the program.
- NSEC will be responsible for conducting periodical audits to evaluate the execution of the program.
- NSEC will evaluate the feedback given by the students to gauge the success of the program.
- NSEC shall nominate a representative who will be the single point of contact for the day to day working of the program.
- NSEC will allow faculty members of BIL to avail library, Internet, computational facilities at NSEC during and beyond normal office hours including normal holidays.
- NSEC shall ensure that the faculty should not use this course material for other courses or for any other purpose and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- NSEC shall ensure the availability of all requisite facilities, infrastructure etc. required to seamlessly deliver the Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of NSEC as decided internally by NSEC. NSEC recognizes that timely and continued provision of the facilities by NSEC is a condition precedent to the completion of the Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the Curriculum, and BIL shall not be held liable for the same.
- NSEC shall permit the applicable BIL industry experts engaged pursuant to this MOA, reasonable access to the premises of NSEC, for the purpose of development of the Curriculum & and also provide necessary guest house accommodation for the industry experts deputed by BIL.
- At the end of the course, any formalities with respect to awarding graduate degree on completion of course, arrangement of the convocation etc. will be done by NSEC as per the guidelines by the MAKAUT.
- NSEC shall ensure the admission of the 60 students per batch.

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C. Commercial:

- NSEC shall remit to BIL, 40% of the tuition fees of Rs. 60,000/- (Rupees Sixty Thousand) only per semester collected by NSEC from every student registered under B.Sc DS course developed and designed in collaboration with BIL under this MOA with TDS. Students seeking admission for B.Sc. DS (Industry Induced) Course at NSEC will pay semester fees (including adm, library, amenities, sports, welfare etc.) directly to the NSEC, out of tuition fee, it will remit 40% of the fees to BIL after deducting any tax on source for that matter within a month of registration of students at MAKAUT for first semester and for remaining semesters remittance will be made with one month of last date of fees collection. NSEC shall be liable to pay interest @ of 10% in case of delay in payment of fees.
- Intake per session will be 60 students as approved by MAKAUT.
- NSEC shall share the list of students registered at MAKAUT to BIL to ascertain the exact amount of fees to be received from NSEC. In case of the payment of fees in installment by the students to NSEC, NSEC shall remit the proportionate fees to BIL, without any demur or delay, which will be calculated on the basis of the total tuition fees.

III) OTHER TERMS & CONDITIONS

- Upon mutual agreement, BIL and NSEC may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out there in the mutually agreed detailed terms and conditions applicable to the various courses to be provided by BIL under such Definitive Agreement(s).
- For the entire process involved for this Curriculum offering, NSEC will seek prior written permission from BIL before publishing any related information regarding this Curriculum offering initiative in Press, media, social network, blogs and in any other allied public channels.
- NSEC shall not, during the term of its association with the BIL, nor at any time thereafter, directly or indirectly, in public/social media or private, in any manner or in any medium whatsoever, deprecate, impugn or otherwise make any comments, writings, remarks or other expressions that would, or could be construed to, defame the BIL or either of their reputations. Nor shall the NSEC assist any other person, firm or Company in so doing.
- It is hereby agreed between the parties that the delivery model and curriculum design of the aforesaid courses can be modified by both the parties mutually.

IV) INTELLECTUAL PROPERTY RIGHTS

NSEC agrees and acknowledges that course contents and curriculum of the Data Science Topics shall continue to remain the intellectual property of BIL and/or its licensors. All rights not granted herein shall remain with BIL.



NSEC agrees to retain all of BIL' and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the course material. NSEC shall not, permit any affiliated college(s) or persons to, remove, alter, obscure or otherwise render illegible any of BIL' Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to NSEC hereunder without prior written approval. NSEC shall include on all copies of all or part of the course material a reproduction of BIL' and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice.

BIL shall also continue to own all and any intellectual property developed prior to or independently of this MOA.

By entering into this MOA, NSEC undertakes:

- (a) To respect BIL's intellectual property;
- (b) Not to use BIL's intellectual property without the prior express written consent of BIL;
- (c) Ensure the confidentiality of such intellectual property of BIL enrolled students and nominated faculty,
- (d) Not to use BIL's intellectual property other than for the purpose of this MOA.

NSEC agrees that it shall not gain by virtue of this MOA any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by BIL. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOA, including all intellectual property rights in or related thereto, and all new inventions, innovations, or ideas developed by BIL in the course of performance of its activities under this MOA will belong to BIL.

If the Parties undertake any joint development in the course of providing services under this MOA, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

V) CONFIDENTIALITY

NSEC acknowledges and agrees that course contents and curriculum of the Data Science Topics and TTT Program are confidential information of BIL irrespective of whether it is labelled as confidential or not. During the term of this MOA, BIL may disclose to NSEC its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to NSEC at the time of disclosure, or (b) independently developed by NSEC and not derived from the Confidential Information supplied by BIL or the participation of individuals who have had access to Confidential Information of BIL, (c) disclosed to NSEC by a third party



without an obligation of confidentiality, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOA), or (e) required to be disclosed by NSEC by law, regulation, court order or other legal process.

NSEC shall hold such Confidential Information in strict confidence for BIL and shall not use it for any purpose except in furtherance of the relationship set forth in this MOA, or except as it may be authorized by BIL in writing. NSEC shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOA.

VI) TERM & TERMINATION

This MOA shall commence from the date of execution and shall remain valid and in force for a period of 3 years (Three years) from the date of execution of this MOA, or unless terminated as per termination clause of this MOA.

Either party may terminate this MOA by giving ninety (90) days advance written notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession. If notice of termination is issued during the Academic Year when the Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have opted for the Curriculum. New batches will not be offered the Curriculum once the termination notice has been issued.

All such obligations and terms of this MOA that are required to survive the termination of this MOA shall survive such termination.

This MOA can be extended by mutual consent of the Parties.

VII) PERIODIC REVIEW

The Parties agree that the persons nominated herein below as the point of contact for each party (or their respective nominees) shall meet at a frequency mutually decided by BIL and NSEC, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOA as per the mutually agreed time schedule.

Point of contact of NSEC:

Dr. Tirthankar Datta,
NSEC
Ph : +91 9830081806
ask.tdatta@gmail.com



Point of contact of BIL:

Mr. Vinod Nair,
Head-Content Development and Academics,
BSE Institute Limited,
19th Floor, P. J. Towers,
Dalal Street, Fort,
Mumbai 400001
Ph: +91 9769706823

VIII) RELATIONSHIP OF THE PARTIES

For the purposes of this MOA, both the Parties are independent contractors. Neither this MOA, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.

IX) LIMITATION OF LIABILITY

BIL shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by NSEC or any third party in connection with this MOA or the subject matter of this MOA, whether in an action in contract or tort or any other legal theory.

X) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOA. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Kolkata. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Kolkata, for any action or proceeding regarding this MOA.

XI) NOTICES

All notices, requests, demands and other communications under this MOA or in connection herewith shall be given to or made upon the respective Parties as follows:

To BIL:

Attention: Mr. Vinod Nair, Head – Content Development and Academics, BSE Institute Limited, 19th Floor, P. J. Towers, Dalal Street, Mumbai – 400001

To NSEC:

Attention : Dr. Tirthankar Datta, NSEC, Ph : +91 9830081806, ask.tdatta@gmail.com



Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOA shall be in writing by registered letter, fax or telegram.

XII) NON SOLICITATION

During the term of this MOA and for a period of twelve (12) months thereafter, NSEC agrees not to hire, recruit, solicit or otherwise employ any employee of BIL involved in the performance of its obligations pursuant to this MOA.

XIII) FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOA to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

Each signatory to this MOA represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOA to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

Either Party's failure to exercise any right under this MOA shall not constitute a waiver of any other terms or conditions of this MOA with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOA. In order to be effective, all waivers under this MOA must be in writing and signed by the waiving Party.



XVI) SURVIVAL

The clauses of this MOA, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVII) EXCLUSIVITY:

This MOA is exclusive and the Parties shall not be entitled to enter into agreements with other institutes, for the said course named as "B.Sc in Data Science (Industry Induced), under MAKAUT without prior permission of the NSEC, which is a constituent part of the Techno India Group (Conglomeration of four University, 22 Engg College, 25 12th Std Schools and Resorts, Hospitals, Media House) covering cooperation on matters within the scope of this MOA.

XVIII) INDEMNITY

Either party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party.

XIX) SEVERALTY

If any clause or term of this MOA be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOA shall continue to operate and be binding on the Parties.

XX) ENTIRE AGREEMENT

This MOA, along with the schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOA shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.



IN WITNESS WHEREOF, each of the parties hereto have caused this MOA to be duly executed by a duly authorized representative of such party as of the date first above written.

BSE INSTITUTE LIMITED


Name: Rakul Ranaut
Title: Vice President By

Netaji Subhash Engineering College


Name: TIRTHANKAR DATTA
Title: PRINCIPAL





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AC 048050

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement hereinafter referred to as MOA, is entered into on the 20th day of June, 2019 by and between India School of Anti Hacking (ISOAH), a company incorporated under the Companies Act, 1956 and having its corporate office at 2nd Floor, SDF Building, Salt Lake Electronics Complex, Sector - V, Kolkata - 700091, India (hereinafter referred to as 'ISOAH'), and the Netaji Subhash Engineering College (NSEC), an Institute with the approval of the State Government and affiliated by the Maulana Abul Kalam Azad University of Technology (MAKAUT), having its principal office at Techno City, Garia, Kolkata - 700 152 (hereinafter referred to as 'Institute').

ISOAH and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Institute is engaged in providing UG & PG degree with the affiliation of the Maulana Abul Kalam Azad University of Technology, West Bengal, hereinafter referred to as MAKAUT.

WHEREAS ISOAH is *inter alia* engaged in Security Auditing and of provision of various training, information technology services, business solutions, consultancy and outsourcing services worldwide, and.

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic and collaborative relationship between them will benefit the students having knowledges with emerging technologies which has its high demand amongst the industries under digital transaction has become imperative.

NOW THIS MOA aims to capture the understanding reached between ISOAH and Institute regarding each other's roles and responsibilities.

ISOAH Co. No. 543



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I) TERMS

This MOA is intended to cover a specific collaborative and innovative effort between ISOAH & Institute under the academic interface program driven by ISOAH under which ISOAH will work towards developing and assisting in designing and/or providing industry specific applications oriented course which can be offered by the Institute with due affiliation received from the MAKAUT, WB for specific degree specializations, and/or its full curriculum specializations streams in undergraduate program as B.Sc in Cyber Security (Industry Induced) (Industry Induced) (Industry Induced) (Industry Induced) (Industry Induced) (Industry Induced) (Industry Induced), as may be agreed to by the Parties and details outlined in Annexure A.

The agreement between ISOAH and Institute would be effective from 20th June 2019 ("Effective Date") and shall be valid up to 2022.

For the initial term of this MOA, Parties have agreed for where by full time three years undergraduate program (B. Sc Cyber Security) will be offered to three full batches joining in the academic year (A.Y.) 2019 (ending 2022) and A.Y. 2020 (ending 2023) and A.Y. 2021 (ending 2024). Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of ISOAH and the Parties shall enter into written amendment to the MOA extending the term of this MOA accordingly.

II) ROLES AND RESPONSIBILITIES:

A. Role of ISOAH:

- ISOAH agrees to assist in designing and develop the Course jointly. The final choice of Course to be offered by the Institute to its students will be jointly agreed between ISOAH and the Institute with the approval/affiliation of the MAKAUT.
- ISOAH role will be assisting in designing and developing the course jointly contents and curriculum of the Course and/or assisting in designing the Curriculum as per guidelines of the MAKAUT. After review and sign off by the Institute, the Course / Curriculum will be taught and administered by the faculty members from both the ISOAH and the Institute. Unless otherwise agreed to, ISOAH will not be involved in the administration and/or the evaluation of the Course / Curriculum. The administration and evaluation of the Course and other core topics included in the Curriculum along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute as per guidelines of the Maulana Abul Kalam Azad University of Technology (MAKAUT). On domain subjects, ISOAH shall depute of its competent experts and trainers for delivering the lectures / training for the Course / Curriculum.
- Imparting course on B.Sc in Cyber Security (Industry Induced), duly affiliated by the MAKAUT, deputing industry Experts as per the rules of the respective institute, for periods mentioned or as mutually agreed upon;
- Provision of manpower from industry / institute for conducting Classes, both Theory, Practical and Tutorial, preparation of dissertation, conferences and seminars as per guidelines of the MAKAUT. Further, provision for special classes as per industry requirements.
- Theory and Practical training of students at the institute as well as at ISOAH;
- ISOAH shall ensure availability of all requisite laboratories, Technical Assistant, facilities, infrastructure, Software & hardware assistance, expertise, etc. at its set up, required to seamlessly delivery of services for the Course / Curriculum applicable to the students.
- Guidance of student projects/thesis/dissertation in Cyber Security and other areas of national interest at institute by ISOAH on mutually agreeable terms.
- ISOAH shall consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the Course by incorporating appropriate training, participation in live projects, case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions at the ISOAH / Institute.
- ISOAH may provide only suggestion for the evaluation of student performance through various forms of assessments. However, the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute as per guidelines of the MAKAUT.

ISOAH may conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from ISOAH will transition the knowledge and approach to teach the nominated faculty of the Institute. On successful completion of this Program, all the faculty members may be deemed as ISOAH certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between ISOAH and Institute.

The entire effort from ISOAH end is voluntary and objective is to work along our stakeholder community (in this case educational institutions) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.

There would be a provision for students to provide internships to the students as well as conducting campus recruitment drives or placement as part of this program.



- ISOAH at this point will be providing assistance for course designing, content development and training sessions as a voluntary effort towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by ISOAH at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, ISOAH may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.
- The lectures, trainings and assessments are to be made in consonance with standard of the MAKAUT scheduled within semester(s) by the ISOAH / Institute as per Academic Calendar and guidelines of the MAKAUT. In cases where ISOAH assistance is availed by Institute for delivery of the Course, ISOAH and Institute will mutually agree to a schedule as per MAKAUT guidelines for the same. ISOAH recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the Course / Curriculum in time. Any delay or failure in the provision of agreed facilities, namely, theoretical / practical / tutorial / project / viva etc., will hamper the timely completion of the course, and Institute shall not be held liable for the same.
- At the pre-final year, ISOAH shall provide internship to all the students succeeded in training program.
- At the end of the course, ISOAH to make pre-placement offers to the students who are part of the course. Institute shall also provide first slot to ISOAH during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from ISOAH.
- ISOAH shall take active participation in promotional activities of the course both social network-digital platform as well as traditional form.

B. Role of Institute:-

- Institute shall ensure that it holds all valid approvals, affiliations / renewals, accreditations, permissions, authorizations and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the Curriculum and the same shall be kept valid and subsisting throughout the period of this MOA or till the completion of Course / Curriculum, whichever is later.
- The decision of the Governing Body, highest authority of the policy making body of the NSEC, is mandatory for all UG & PG programs pursuing at the institute.
- Institute will undertake the role of selecting the core topics in consultation with ISOAH (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the Course / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures, Social Media etc.) to ensure maximum students undertake the Course/ Curriculum.
- Institute will set highest standards of selection or guidelines of the MAKAUT for selection the students and ensure that the students who undertake the Course / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the Course / Curriculum. The faculty will be responsible from Institute side to help ISOAH team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program, if any, and delivering the Course in a timely and satisfactory manner and is based on the broad guideline as below: Final choice on the selection of full-time faculty will lie with Institute as per following guidelines, other than Industry Experts
 - a) Post-graduation with solid academic achievements relevant to the Course
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead

Institute will own the responsibility of completion affiliation / renewal from MAKAUT and comply the requirements of physical / digital infrastructures and manpower for conducting the course as per guidelines of the MAKAUT.

Institute will own the responsibility for admitting the students, registration of students, appearance of students at the Semester Examinations and conducting internal and semester assessments, putting and sending marks subject-wise, helping students those are eligible for getting degree from the MAKAUT, transcription / equivalence of marks etc., as per guidelines of the MAKAUT.

Institute will own the responsibility of conducting the exams/assessments of students across the Course and across all the subjects of the Curriculum as per guidelines of the MAKAUT. Institute will consider the assessment criteria as suggested by ISOAH for assessment of students.



online / offline exams, internal assessments, market visits, industry visits, and take-home assignments / projects by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.

- Institute shall ensure that all the students selected for the Course / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – B hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials, if any, that are ISOAH provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the Course / Curriculum shall possess the course material at any time.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the Course / Curriculum to the applicable students. The lectures and assessments are to be scheduled within semester(s) by the ISOAH / Institute as per Academic Calendar of the MAKAUT. In cases where ISOAH assistance is availed by Institute for delivery of the Course, ISOAH and Institute will mutually agree to a schedule for the same as per Academic Calendar of the MAKAUT. Institute recognizes that timely and continued provision of the facilities, is a condition precedent to the completion of the Course / Curriculum in time. Any delay or failure in the provision of agreed facilities by both party, will hamper the timely completion of the course, and institute shall not be held liable for the same.
- Institute and ISOAH shall permit each other's faculty/personnel engaged pursuant to this MOA, reasonable access to the premises of the Institute and ISOAH, for the purpose of delivery of lectures / practical / sessional / Project / Viva/ Assessment and other allied activities for the students to fulfil its role under this MOA or assist the Institute in any other manner in relation to this MOA.
- At the end of the Course / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by the MAKAUT.
- At the end of the course Institute shall allow ISOAH to make pre-placement offers to the students who are part of the course. Institute shall also provide first slot to ISOAH during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from ISOAH.

C. Commercial:

- NSEC shall remit to ISOAH, 40% of the tuition fees collected by NSEC from every student registered under B.Sc Cyber Security (Industry Induced) course developed and designed in collaboration with ISOAH under this MOA excluding the GST & any other applicable taxes, if any. Students seeking admission for B.Sc. in Cyber Security (Industry Induced) Course at NSEC will pay semester fees (including adm. library, amenities, sports, welfare etc.) directly to the institute, out of tuition fee. It will remit 40% of the fees to ISOAH after deducting any tax on source for that matter within a month of registration of students at MAKAUT for first semester and for remaining semesters remittance will be made with one month of last date of fees collection. NSEC shall be liable to pay interest @ of 10% in case of delay in payment of fees.
- Intake per session will be 60 students as per guidelines of MAKAUT.
- NSEC shall share the list of students registered at MAKAUT to ISOAH to ascertain the exact amount of fees to be received from NSEC.

III) OTHER TERMS & CONDITIONS

- ISOAH and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the ISOAH Designed Course(s) / Curriculum that may be offered in collaboration with ISOAH and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, ISOAH and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by ISOAH under such Definitive Agreement(s).
- For the ISOAH Course which are agreed to be implemented, ISOAH and the Institute will prepare lesson plan subject-wise and semester-wise and execution as per MAKAUT Academic Calendar. Further, before the beginning of each semester, both ISOAH and Institute will assign Faculty members / Industry Experts / Technical Asstt. for conducting Theory / Practical / Sessional / Tutorial / Project Assignments or classes. The course materials, if any, may be reproduced in hard copy form only, solely for the purpose of being used by the duly designated faculty to the students who enroll for the Course / Curriculum. Except as permitted herein, the course materials, if any, provided by ISOAH shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the Course at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by ISOAH and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the Course / Curriculum may access the same.

For the entire process involved for offering the Course / Curriculum, Institute and ISOAH both will participate in publishing any related information regarding this Course / Curriculum offering initiative in collaboration with ISOAH, in the press, media, social network, blogs, internet and in any other allied public channels.

- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOA.

EXCLUSIVITY:

This MOA is exclusive and the Parties shall not be entitled to enter into agreements/MOA with other institutes under MAKAUT without prior permission of the NSEC, which is a constituent part of the Techno India Group (Conglomerate of four University, 22 Engg College, 25 12th Std Schools and Resorts, Hospitals, Media House) covering cooperation on matters within the scope of this MOA. However, institutes under Techno India Group- Satyam Roychowdhury Initiatives only may enter into MOA, similar in nature.

IV) INTELLECTUAL PROPERTY RIGHTS

- Both Institute and ISOAH agree and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the Course forming part of the Curriculum, whether developed solely or jointly. All modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by mutual agreement. For the term of this MOA, ISOAH grants to the Institute an exclusive right and license to use and reproduce the course material, if any, in hard copy form only for the purposes of, and as permitted under, this MOA.
- Both Institute and ISOAH agrees to use logo, trademark, etc. that may be placed on the course material and in promotional activities for the course.
- Both Party shall use name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever with prior consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of ISOAH name and trademarks shall be in accordance with the provisions of Annexure – D.

V) CONFIDENTIALITY

- During the term of this MOA, ISOAH may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by ISOAH or the participation of individuals who have had access to Confidential Information of ISOAH, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOA), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the ISOAH Designed Course(s) and TTT Program is Confidential Information of ISOAH irrespective of whether it is labelled as confidential or not.
- Institute shall hold such Confidential Information in strict confidence for ISOAH and shall not use it for any purpose except in furtherance of the relationship set forth in this MOA, or except as it may be authorized by ISOAH in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOA.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to ISOAH for which there will be no adequate remedy at law, and ISOAH shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

Either Party may terminate this MOA by giving ninety (90) days advance written notice to the other Party. On termination or expiry of this MOA, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOA expires or if notice of termination is issued during the Academic Year when the Course / Curriculum is in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the Course / Curriculum. New students/batches will not be offered the Curriculum once the termination notice has been issued. Any admissions to batch joining in the AY 2022 onwards shall be with the prior consent of both parties. The right of each Party to terminate this MOA with immediate effect for material breach of the terms of this MOA (that remains uncured after sixty (60) days of written notice thereof or that are not susceptible to cure) remains unaffected. This Agreement shall automatically terminate if the Curriculum is not approved and/or admissions are not made in batch joining in the AY 2023 and AY 2024 or the course is not commenced.



- All such obligations and terms of this MOA that are required to survive the expiration or termination of this MOA, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOA can be extended or terminated by mutual consent of the Parties in writing.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by ISOAH and Institute, either personally or through a teleconference to review the progress and plan the future course of action to accomplish the objectives of this MOA as per the mutually agreed time schedule.

Point of contact of Institute: NA
Designation:

Point of contact of ISOAH: Mr. Sandeep Sengupta, Director
Address:
Email:
Contact no:

VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOA, both the Parties are independent contractors. Neither this MOA, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be responsible for ensuring compliance in assistance with ISOAH towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives.

IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided / disclosed by ISOAH is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. ISOAH shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOA or the subject matter of this MOA, whether in an action in contract or tort or any other legal theory.

X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOA. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Kolkata, for any action or proceeding regarding this MOA. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

XI) NOTICES

All notices, requests, demands and other communications under this MOA or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective: upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.

To ISOAH:
Attention: Mr. Sandeep Sengupta

To Institute:
Attention:

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOA shall be in writing by registered letter, fax or telegram.



XII) NON SOLICITATION

- During the term of this MOA and for a period of thirty six (36) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of ISOAH involved in the performance of its obligations pursuant to this MOA.

XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOA to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning, or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

- Each signatory to this MOA represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOA to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

- Either Party's failure to exercise any right under this MOA shall not constitute a waiver of any other terms or conditions of this MOA with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOA. In order to be effective, all waivers under this MOA must be in writing and signed by the waiving Party.

XVI) SURVIVAL

- The clauses of this MOA, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVII) SEVERALTY

- If any clause or term of this MOA be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOA shall continue to operate and be binding on the Parties.

XVIII) ENTIRE AGREEMENT

- This MOA, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supercedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOA shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOA to be duly executed by a duly authorized representative of such party as of the date first above written.

(ISOAH)

Signature:

Name:

Title:

Date:

[Signature]
SUDIP JAYGOPAL
MANAGING DIRECTOR



(Institute)

Signature:

Name, Dr.

Title:

Date:

[Signature]
TIRTHANKAR DATTA
PRINCIPAL

20/06/2019



ANNEXURE - A

OPTION 1:

ISOAH Designed Course(s) –

Such ISOAH Designed Course(s) will initially be offered only to students at the Institute undergoing a full time specific 3 year undergraduate B.Sc. in Cyber Security (Industry Induced).

ISOAH Designed Curriculum – Offered for full time three-year undergraduate B.Sc. program (B.Sc. in Cyber Security)

Offering - Only for full time Three-year undergraduate B.Sc. program (B.Sc. in Cyber Security)

Option 3 year Degree: ISOAH will work on designing full curriculum specialization in B.Sc. in Cyber Security (Industry Induced) degree course.

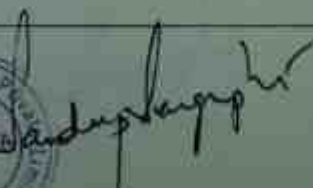
The objective is to provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field. ISOAH will work in collaboration with the Institute for designing the curriculum for the same spread over 3 years of the graduation course (the "Curriculum"). The Curriculum will include examination/assessment at the end of each semester / year for all courses including this Course.

- ISOAH agrees to assist in develop-and-designing a full time three-year undergraduate engineering curriculum titled "B.Sc. in Cyber Security (Industry Induced)" (hereinafter referred to as "TCS-Designed Curriculum").
- TCS-Designed Curriculum has ~~will have~~ elective courses (to be chosen from elective options) spread from Semester 4 to Semester 6.
- The final choice of TCS-Designed-Curriculum to be offered by the Institute to its students will be jointly agreed between ISOAH and the Institute.
- ISOAH shall provide personnel/specialists support in order to assisting designing the course, develop the course and assist the Institute's faculty and/ or delivering certain course during Year 1 in the TCS Designed Curriculum as identified below for ISOAH.
- ISOAH role in designing of the course(s), developing the course(s) and assisting the Institute's faculty and/ or delivering the courses for Year 2 to Year 3 will be mutually decided in writing as an addendum to this MOA later between ISOAH and NSEC, Kolkata.

Table 1. Course Curriculum – Year 1

Year 1 Semester 1				
ID	Course	Design of the Course	Developing the Course	Delivery of the Course
1.1		NSEC/ISOAH	NSEC	NSEC
1.2		NSEC/ISOAH	NSEC	NSEC
1.3		NSEC/ISOAH	NSEC	NSEC
1.4		NSEC/ISOAH	ISOAH / NSEC*	NSEC
1.5		NSEC/ISOAH	NSEC	NSEC
1.6		NSEC/ISOAH	ISOAH / NSEC*	NSEC/ISOAH
Year 1 Semester 2				
ID	Course	Design of the Course	Developing the Course	Delivery of the Course
1.7		NSEC/ISOAH	NSEC	NSEC
1.8		NSEC/ISOAH	NSEC	NSEC
1.9		NSEC/ISOAH	ISOAH / NSEC*	NSEC/ISOAH
1.10		NSEC/ISOAH	ISOAH / NSEC*	NSEC
1.11		NSEC/ISOAH	NSEC	NSEC
1.12		NSEC/ISOAH	ISOAH / NSEC*	NSEC/ISOAH
1.13		NSEC/ISOAH	ISOAH / NSEC*	NSEC

*ISOAH




ISOAH Confidential




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ANNEXURE – B (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.Sc. in Cyber Security (Industry Induced) student ("I"/ "Student") of <name of college> College, <address> affiliated to NAKAUT.

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between ISOAH and _____ (the "MOU"), ISOAH has agreed to assist in designing and develop courses in areas focused around B.Sc. in Cyber Security (Industry Induced) which is a focused line of business offering within entity at ISOAH.

WHEREAS ISOAH has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of ISOAH, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that NSEC is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by NSEC, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of NSEC. I note that NSEC is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, NSEC reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____




ANNEXURE - C (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between ISOAH, a company incorporated under the Companies Act 1956 and having its Corporate Office at _____ India ("ISOAH"), and _____ s/o (to) _____ ("Faculty"), a Faculty in the Department of _____ of college (the "Institute") _____ <NSEC & Address

ISOAH and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated _____ executed by and between ISOAH and Institute (the "MOU"), ISOAH has agreed to assist in designing and develop course contents and curriculum for one or more courses ("ISOAH Designed Courses") that can be offered by the Institute to its students.

WHEREAS, ISOAH will conduct a Train the Trainer Program ("Training") where personnel/specialists from ISOAH will transfer the skill, knowledge and approach to the nominated faculty/Faculty to teach a ISOAH viz. _____ <name of the B.Sc. in Cyber Security (Industry Induced) course for which the Faculty is being trained

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that ISOAH has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that ISOAH will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above.

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by ISOAH, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning ISOAH, whether or not labeled as "Confidential Information" and disclosed by ISOAH in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by ISOAH;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of ISOAH;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from ISOAH; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement.
3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which
 - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from ISOAH as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to ISOAH immediately upon learning the requirement for disclosure and afforded ISOAH a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.

The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the

Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates ISOAH to disclose any Confidential Information to the Faculty.

5. The Faculty shall indemnify and hold harmless ISOAH and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to ISOAH, ISOAH shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that ISOAH is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. ISOAH shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to ISOAH or be destroyed by the Faculty at the option of and sole discretion of ISOAH. In case of destruction, the Faculty shall confirm in writing such destruction to ISOAH.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, ISOAH shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. The Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Kolkata having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:
To ISOAH : Add Attn: General Counsel, ISOAH
To < Name of Faculty, designation, college name & college address >

or to such other person or addresses as any of the Parties shall have notified to the others in writing.
All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.
14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below

Location:
Date:
on behalf of
ISOAH

Location:
Date:

Sign in the box


Name, Designation & Signature

ISOAH Confidential

Sign in the box


Name, Designation & Signature of Faculty





पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AG 303782

MEMORANDUM OF AGREEMENT (MoA)

This Memorandum of Agreement (MoA) (hereinafter called the 'Agreement') is made at Kolkata on this 15th November 2022 (hereinafter called the 'Effective date')

BETWEEN

National Institute of Electronics & Information Technology (NIELIT) Kolkata, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, having its Office at Jadavpur University Campus, Kolkata – 700 032 and Headquarters at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 hereinafter referred as NIELIT, Kolkata which expression shall, where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the FIRST PART.

AND

Netaji Subhash Engineering College, Techno City, Panchpota, Garia, Kolkata-700152 hereinafter referred as "NSEC" which expression shall where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the SECOND PART.

(NIELIT Kolkata and Netaji Subhash Engineering College shall herein after collectively be called as "Parties" and individually referred to as "Party").

WHEREAS:

NIELIT, Kolkata has been imparting training to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT) apart from implementing different projects at the State/Centre Level. It is under the administrative control of MeitY, Govt of India.

No. 979 Date 11-11-2016 Rs. 100/-
Name Metaji Subhas Engineering College.
Address Teekaiti, Bara, Dist. 700152
SANKAR KUMAR SARKAR
STATIONER
SONARPUR A.D.S.R. OFFICE
24 PARGANAS (SOUTH)



WHEREAS:

Established in 1998, Netaji Subhash Engineering College (NSEC), give maximum importance to in-depth studies in IT and its related fields. Without diluting this basic goal and with an aim to produce professionals with sound knowledge in IT., NSEC also intend to further sharpen students by imparting specialized training in different advanced topics in management and technology so that our outgoing students can become not mere professionals knowledgeable in IT, but technically and managerially confident professionals with good communication skills - a more matured and better product. Apart from 4 years B.Tech the Institute also offers 2 years Masters of Technology Programmes and 3 years Masters Programme leading to MCA, approved by **Department of Higher Education, Govt. of West Bengal and All India Council for Technical Education (AICTE), Ministry of Human Resource Development, Govt. of India** and affiliated to **Maulana Abul Kalam Azad University of Technology, West Bengal (Formerly known as West Bengal University of Technology - WBUT).**

As per this MoA executed between NIELIT Kolkata and NSEC, NSEC will impart training to 500 beneficiaries in bridge course (90 hours) of Blockchain Technology.

NIELIT Kolkata will provide the requisite training of NSEC faculties under Training of Trainers (ToT) scheme and provide online infrastructure through LMS portal for conducting the bridge course in blended mode.

Term

This agreement shall be effective from 01st October, 2022 and shall remain in force initially for one year extendable up to one year from the effective date of this agreement depending on the status of the project. The term of this Agreement may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.

Objective of the MoA:

To create a re-skilling/ up-skilling ecosystem in Blockchain Technologies to facilitate continuous skill as well as knowledge enhancement of the IT professionals in line with their aspirations and aptitude in a self-paced digital skill environment.

The Programme would offer a robust online platform hosted on cloud to encourage anytime, anywhere, self-paced learning. The Programme would also seek to tap the untapped potential that emerging technologies bring along by causing a transition from traditional classroom learning methodologies, to an online and blended skilling framework.

Roles and Responsibilities of Each Parties:

NIELIT Kolkata

- 1) NIELIT Kolkata is recognized as Knowledge Partner for imparting training in Blockchain Technology Bridge Courses.
- 2) NIELIT Kolkata will provide the LMS portal and content of the course for conduction of the training.
- 3) NIELIT Kolkata will impart training to NSEC faculties under ToT scheme.

NSEC

- 1) It is responsibility of Spoke Institute (NSEC) to enroll the candidates on the FutureSkills PRIME platform in Blockchain Technology Bridge Course.
- 2) Spoke Institute (NSEC) should make necessary arrangement for the candidates to carryout theory, lab and project work.
- 3) To create awareness about FutureSkills PRIME Programme, the Spoke Institute can use name and logo of CDAC/NIELIT, NASSCOM & FutureSkills PRIME in their promotional content with due endorsement from NIELIT Centre.
- 4) NSEC is responsible to extend all support to the participants towards entire lifecycle of their involvement in the bridge course program.
- 5) NSEC will arrange for all infrastructure requirements including Computer Lab and Faculty for running an institute and will be responsible for completing the training modules as provided by NIELIT Kolkata.

The Blended Learning courses in Blockchain Technology envisage that Bridge Course would be conducted by NSEC as per syllabus attached as **Annexure-I**. Any other Bridge Courses introduced in future will be communicated to the NSEC.

Target allotted:

Sl No	Course Category	Target allotted
1	Bridge Course	500

1. Infrastructure required for Conducting the Training Program

While Conducting the Training Program the Institute must assure the followings. This is an indicative list; it may vary with actual.

i. Infrastructure –

Hardware:

- a) Minimum 20 number of Computer (1:1) with following specifications, i5/i7, 8 GB RAM, 2TB SATA
- b) Internet Connectivity: Good & stable internet connectivity
- c) Projector
- d) Webcam, Speaker
- e) Printer & Scanner

Online Tools:

- a) Jitsi Meet used for conducting the online classes
- b) Remix, ethehreum.org used for development and deployment of Smart contracts in Ethereum using Solidity
- c) CryptoWallet–Metamask
- d) andersbrownworth.com

Softwares: FREE

- a) Node js, web3.js, Hyperledgerfabric, Ubuntu.
- b) Local Blockchain Development tool using-Ganache
- c) Go language for Development of chaincode in Hyperledger using eclipseIDE
- d) SSL in Ubuntu for public key and private key generation demonstration.

2. Training fees (payable by the participants):

The course fees of bridge course is Rs 4000/- + GST. At present promotional offer is available Rs 1000/-+GST i.e., Rs. 1180/- (including GST)

V.K. Khatun

Q. Bork

3. **Details of Incentives / Financial Assistance to the participants:**
Incentive for Bridge Course: Those candidates who are placed or possess offer letter are eligible for 50% refund of the course fees through DBT after completion of the certification Examination which is conducted by NASSCOM after successfully completing the blended mode training being provided through LMS Portal. The maximum ceiling of incentive per course limited to a maximum of 50% of the course fee paid by the candidate which would not exceed Rs 3000/-. This is applicable till the scheme is valid.
4. **Amount Payable to NSEC by NIELIT Kolkata:**
70% of the course fees collected from the students will be paid to NSEC and 30% will be retained by NIELIT Kolkata.
5. **Training Location:**
The training will be in online/offline/blended learning mode at respective colleges/residents. Students will be allowed to use the LMS portal created for the Bridge Course training after successful registration in the NASSCOM portal.
6. **The eligible beneficiaries for FutureSkills PRIME Programme:-**
i) Fresh Recruits (who have been offered employment) but are yet to take up a job, as well as undergoing/ selected for Internship & Apprenticeship roles in IT/ ITeS are also expected to derive great value from the programme.
ii) IT employees in IT firms and non-IT firms (Non-IT employees aspiring to use new and emerging technologies in their respective domains).
iii) Further, the programme would also aim to re-skill/ up-skill employees whose skills for a particular job have become outdated and may no longer be employed.
iv) Central Govt. & State Govt. Employees including employees of PSUs & Autonomous bodies (Govt. Employees) would also benefit from the platform
7. **Assessment and Certification:**
After successful completion of the Bridge course candidates are required to take the Bridge Course Assessment conducted by a third-party agency identified by SSC NASSCOM.

Subsequent to the completion of a course by the candidate issuance of final certificate is subject to successfully passing the examination conducted by SSC NAASCOM.
8. **Registration of Students:**
a. The students are to be registered as per registration guideline.
b. The admission of a student will be confirmed after registration. Without valid registration the students cannot be given any confirmation by the institute.
c. Eligibility Criteria for students: Bachelor's Degree in Engineering / Technology / Statistics / Mathematics / Computer Science with 0-6 months of full-time experience OR Diploma (Computer Science / IT) with 2- 3 years of full-time experience. The full-time experience would include work, internship and apprenticeship undertaken post completion of regular graduation.
d. The student should submit necessary required documents like Aadhar Card& PAN Card/ Voter ID/ Passport/ Driving License along with the application form.
9. **At least five faculties of NSEC need to complete the ToT(Training of Trainers) . ToT will be provided by NIELIT Kolkata. No training charge will be taken by NIELIT Kolkata.**

10. Termination

This agreement shall be effective from the date of execution and shall remain in force initially for one year with the effective date 1st October, 2022, unless terminated in accordance with the relevant provisions of this agreement. The term of this agreement may be extended for such additional periods on mutually agreed terms between the parties

That the agreement shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated.

That any termination of this agreement, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Notwithstanding anything contained in contrary, this agreement can be terminated by either party by giving a six months' notice in writing in advance to the other party to this agreement.

11. Communication

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to their registered address and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

12. Confidentiality

The Parties hereto shall at all times maintain and keep all information secret and confidential and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party in that behalf. However, NIELIT Kolkata reserves the right to call for any information from NSEC in respect of this agreement.

Any matter relating to Right to Information in respect of this training programme will be dealt with by NSEC/NIELIT Kolkata depending on the information sought and the area of jurisdiction.

Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

13. Force Majeure:

Should either party be prevented from performing any of its obligations under this proposal for reasons of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, assumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

14. Intellectual Property and Ownership:

NIELIT Kolkata will have exclusive intellectual property rights relating to any assignment under this proposal.

15. Arbitration:

All disputes arising out of this contract shall be settled amicably by NIELIT Kolkata and the NSEC. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed as per the provisions of Arbitration and Conciliations Act, 1996 or any of its statutory modifications or enhancements thereof for the time being in force. The decision of the Arbitrator shall be final and binding.

16. Other Terms and Conditions:

The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations,

1. The engagement is on a principal-to-principal basis and no party shall hold each other as agent and or principal of the other for any liability.
2. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
3. In no event shall both the parties will be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

For the implementation & co-ordination of this project, **Dr. Anupam Haldar**, Assistant Professor – Department of Mechanical Engineering, on behalf of NSEC and on behalf of NIELIT Kolkata, **Mr. Tapas Trivedy**, Scientist-D will be the in-charge.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals the day, month and year above written.

Ghosh
15/11/2022

PROF. (DR.) AMAL K GHOSH

PRINCIPAL

Netaji Subhash Engineering College
Techno City, Garia,
Kolkata - 700 152

Signed, sealed and delivered by the Authorized Signatory for and on behalf of NSEC, in the presence of:

WITNESSES

1. DR. SUXUMAR R. W., DEAN-ACADEMIC AFFAIRS

Don
15/11/2022

2. DR. ANUPAM HALDAR, Asst Prof - M.E.

Debnar
15/11/2022



V. Krishnamoorthy
V. Krishnamoorthy

Signed, sealed and delivered by the Executive Director of National Institute of Electronics & Information Technology (NIELIT) Kolkata Centre for and on behalf of NIELIT Kolkata in the presence of:

WITNESSES

1. TAPAS TRIVEDI, SCIENTIST "D"

Tapas Trivedy 15/11/22

2. DEBAPRIYA BHATTACHARYA, PTO

Debapriya Bhattacharya
15/11/2022





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 765133

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) (hereinafter called the 'Agreement') is made at Kolkata on this 10th January, 2023 (Hereinafter called the 'Effective date')

BETWEEN

Netaji Subhash Engineering College, Techno City, Panchpota, Garia, Kolkata-700152 affiliated to Maulana Abul Kalam Azad University of Technology (MAKAUT) and approved by All India Council of Technical Education (AICTE) hereinafter referred as "NSEC" which expression shall where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the FIRST PART.

AND

Sun Eco Tech Ventures Pvt. Ltd., Royal Exchange 6, Netaji Subhas Road, Kolkata - 700001, a "Go Green" initiative, ISO certified, DIPP certified under Ministry of Commerce & Industry, Govt. of India & registered under Ministry of MSME venturing into Environmental, Eco-friendly and Biodegradable products and technologies, hereinafter referred as "SUNECOTECH" which expression shall, where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the SECOND PART.

(NSEC and SUNECOTECH shall herein after collectively be called as "Parties" and individually referred to as "Party").

AGGREEMENT:

Netaji Subhash Engineering College and Sun Eco Tech Ventures Pvt. Ltd. hereby agree to work together aiming to establish a research laboratory, provide internship, and pursue start-up and entrepreneurial activities and to produce eco-friendly products and technologies. The branding should be done jointly with equal profit sharing. NSEC and SUNECOTECH will involve in collaborative research and funding either external or internal subject to the

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কেন্দ্র Netaji Subhash Engineering College
স্বাঃ Panchpota, Garia, Technocity, KOL-152

এ. জি. এস. আর. অফিস, বঙ্গবাহাতি

দক্ষিণ ২৪ পরগণা

ভোগদান : আসাদুর রহমান

স্বাঃ *As*

09 DEC 2019

approval from both parties. Parties under this agreement shall be on a non-exclusive basis and not limited to services relating to the global territory. Both parties are open to cooperate also on opportunities relating to various ecofriendly technologies, Training and Workshop to be undertaken, discussed and agreed upon separately as required. The percentage share for any engagement signed by both parties will be deliberated by both parties, agreed upon and decided with mutual consent. The consideration does not apply to subsequent engagements. The specific products as developed under this setup could be sold internally or externally as per the rate decided by both parties based on mutual acceptance. This memorandum of understanding has been prepared jointly with noted terms and conditions.

Roles and Responsibilities of Each Parties

NSEC Kolkata:

- 1) NSEC Incubation Center is authorized by MSME and dedicated for nurturing start-up, innovation, entrepreneurial promotion and support programs.
- 2) NSEC will provide laboratory, space, technology support and human resources- Faculty, TA and students.
- 3) The said Research laboratory will be implemented at the Department of Electrical Engineering which will also become an Incubation Unit of NSEC Incubation Center.
- 4) NSEC will assure accommodation of representatives, experts or other activities if required.
- 5) NSEC will promote and support product development and start-up creation ecosystem.
- 6) NSEC will support digital marketing and will involve students.
- 7) NSEC will procure goods, raw materials, etc, subject to the approval of the management.

SUNECOTECH Kolkata:

- 1) SUNECOTECH will impart hands on skills, competency based support and services in a respective sector.
- 2) SUNECOTECH will address the challenges of building and streamlining innovation, start-up and entrepreneurship ecosystem at NSEC.
- 3) SUNECOTECH will extend support to join and work in synergy manner towards innovative & entrepreneurial activities.
- 4) SUNECOTECH will bring order, help in manufacturing and commercialization of product.
- 5) SUNECOTECH shall be authorized service providers located preferably all over the country.
- 6) SUNECOTECH will provide the opportunities for internship or employment as applicable.

Term:

This agreement shall remain in force initially for three years extendable up to two years from the effective date of this agreement depending on the status of the project. The term of this Agreement may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.

Objectives:

Create a business ecosystem for start-up and entrepreneurial activities in line with aspirations and self-paced environment. The Programme would offer a robust understanding and win-win collaboration with mutual benefits. The Programme would also seek to tap the untapped potential of both parties.

Termination:

This agreement shall be effective from the date of execution and shall remain in force unless terminated in accordance with the relevant provisions of this agreement. The term of this agreement may be extended for such additional periods on mutually agreed terms between the parties. That the agreement shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated. That any termination of this agreement, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Notwithstanding anything contained in contrary, this agreement can be terminated by either party by giving a six months' notice in writing in advance to the other party to this agreement.

Communication:

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to their registered address and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

Confidentiality:

The Parties hereto shall at all times maintain and keep all information secret and confidential and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party in that behalf.

For the implementation & co-ordination of this project Dr. Tridibesh Nag, HOD, Electrical Engineering, will act as in-charge on behalf of Netaji Subhash Engineering College.

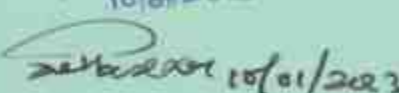
IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals the day, month and year above written.


(Prof. Anil K Ghosh) Principal
Netaji Subhash Engineering College
Techno City, Garia,
Kolkata - 700 152
W.D. India



Signed, sealed and delivered by the Authorized Signatory for and on behalf of NSEC, in the presence of:

WITNESS:

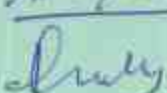
1.  
10/01/2023
2.  
10/01/2023


(Mr. Digbijoy Chakraborty)
MD & CEO

Signed, sealed and delivered by the Authorized Signatory for and on behalf of Sun Eco Tech Ventures Pvt. Ltd.

For and on behalf of Sun Eco Tech Ventures Pvt Ltd Kolkata in the presence of:

WITNESS:

1. 
2. 



अभिभवण पश्चिम बंगाल WEST BENGAL

85AB 505617

MEMORANDUM OF UNDERSTANDING TO SUPPORT THE GROWTH OF
GREEN ENTREPRENEURS IN WEST BENGAL

Between

NETAJI SUBHASH ENGINEERING COLLEGE

AND

THE ENVIRONMENT CONSERVATION SOCIETY (SWITCHON FOUNDATION)



Signature
Signature

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is made on this **10th day of August 2023** at Kolkata, West Bengal.

BETWEEN

Institution's Innovation Council of Netaji Subhash Engineering College (IIC-NSEC), Techno City, Garia, Kolkata-700153. The institution which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns of the **FIRST PART.**

And

SwitchON Foundation ("SO") having registered office at **1A D.L. Khan Road, Kolkata 700027** collectively referred to herein as the "Parties" for the purpose of collaborating on the development of the Green Bengal Innovation Network ("GBIN") program to support the growth and development of West Bengal green entrepreneurs engaged in building sustainable technology businesses of the **SECOND PARTY.**

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

WHEREAS:

A) It is objective of Netaji Subhash Engineering College, the First Party, that to produce global standard engineers in different branches of engineering, the skills and education imparted by the college needs active participation of Industries at all stages of technical education program to make them (a) Industry responsive (b) keep pace with technological advancements Industry and (c) expanding its knowledge to produce improved technologist suitable for job market emerging out of industrial scenario of the State.

B) First Party believe that collaboration with the Second Party 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 Advanced Training, Internship, Vocational training ,Industrial project, Education and Research, for Engineers of appropriate branches of Engineering.

D) Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

a) **AND WHEREAS** the **SECOND PARTY** herein is **SwitchON Foundation** a leading not for profit, established in 2008, working in the space of Renewable Energy Access, Sustainable Agriculture/Livelihoods and Skilling - Education

b) **AND WHEREAS** the **SECOND PARTY's** initiative of Green Bengal Innovation Network, a joint initiative between SwitchON Foundation and Network for Global Innovation (NGIN) supported by the Department of Power, Government of West Bengal to create an ecosystem for green entrepreneurship in Bengal.

Network for Global Innovation

NGIN was conceived in 2013 as an initiative of the Los Angeles Cleantech Incubator (LACI) with the mission of interconnecting the world's leading clean technology innovation institutions to accelerate the adoption of sustainable technologies. LACI began as a start-up in a former bus repair garage in Los Angeles and within 6 years was ranked as one of the best incubators in the world, helped 120 startups raise over \$228 million in funding, created over 2,000 jobs and over \$625 million in long term economic

with the aim of leveraging the experience he and his team had gained from creating LACI to assist and accelerate other cleantech ecosystems. NGIN has accelerated the expansion of start-up companies in more than a dozen global markets, attracted a range of innovative cleantech companies to the U.S. market, and assisted other institutions to build high performance ecosystems in countries as diverse as the United States to Ethiopia. In March 2018, NGIN was spun out of LACI as an independent organization under the leadership of LACI's co-founder and inaugural CEO Fred Walti. NGIN remains headquartered at the La Kretz Innovation Campus in Los Angeles, home to LACI.

Today, NGIN is a network of over 30 incubators, accelerators, technology parks, universities, cities, and NGOs in more than two dozen countries. NGIN is the primary implementation partner for UNIDO's Global Climate Innovation Program helping literally thousands of entrepreneurs get their products to market in developing nations including Ukraine, Morocco, Thailand, Pakistan, South Africa, and Kazakhstan.

Meaning and significance of GBIN Members

GBIN Network Members comprise academic institutions, incubators, university entrepreneur programs, technology parks, private non-profits, and private for-profits. The form of the member organization will be dependent on what interested parties are available in each region. Ideally, the GBIN Member will be a well-established incubator/innovation center that has the ability to administer the GBIN programs.

NOW, THEREFORE, BE IT AGREED THAT:

FIRST PARTY AND SECOND PARTY will engage in good faith to create an entrepreneurial culture in the state of West Bengal through the following mutually agreed upon initiatives and interventions.

CLAUSE 1: CO-OPERATION

- Assessing the needs of the and opportunities and developing customized solutions in meeting these needs;
- Provide programming (framework and content) developed by the GBIN to the Institute at no/low cost;
- Sharing best practices with the Institute thus making it more effective in the most cost-efficient manner;
- Starting a Green Bengal Innovation Movement and involving the Institute in showcasing their activities and initiatives pertaining to innovation and entrepreneurship in green sector.
- The term of Definitive Documents shall be mutually decided between the Parties in joint consultation. 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.
- Both parties herein can jointly / individually provide a certificate along with joint signature to the trainee students of First Party.

CLAUSE 2: SCOPE OF THE MOU

- Providing financial, technical and operational assistance in organising entrepreneurial events in each region that will encourage entrepreneurship in the green/sustainability space. Among others, this will include Jump Start pitching events, annual GBIN Summit to unveil the "WB Rising Entrepreneur of the Year, and Investor showcases". Building a GBIN Portal that will strengthen

- Basic programmatic cost and expenses will be covered on a pre-approved budget.
- Skill Training in the form of Workshop or Certificate Course: The **SECOND PARTY** will also be involved in skill development and entrepreneurship development Training Programs for the trainee students of **FISRT PARTY** and vice-versa.
- **Research Assistance:** **FIRST PARTY** and **SECOND PARTY** may exchange the knowledge of their respective field to embrace the faculty and research scholars with the valuable feedback and experience. Both the parties may also share knowledge of each other in the field of publications. This shall be limited to knowledge sharing only and does not extend to any kind of information / trade secrets etc. in conflict with the I.P. rights envisaged herein below.
- Student groups will be provided by the **FIRST PARTY** to participate in activities, events, and competitions organised by the **SECOND PARTY**
- The auditorium or college campus of **FISRT PARTY** might have served as the event location with assistance to the **SECOND PARTY**.
- As part of the relationship, the **FIRST PARTY** will support the **SECOND PARTY** with their faculties and personnel as an event expert, trainer, speaker, etc.
- The **FIRST PARTY** will provide support in making training modules in sustainable thematic areas for the **SECOND PARTY**.
- The **FIRST PARTY** will assist/support the **SECOND PARTY** in creating training modules on sustainable themes.
- The **SECOND PARTY** will provide the **FIRST PARTY** one (1) live projects per year on any GBIN-related theme. The live project's programmatic cost will not exceed INR 15,000. The live projects will be examined and approved by the **SECOND PARTY**.
- Every year, the **FIRST PARTY** will organize at least one event with a green entrepreneurship theme that GBIN (**SECOND PARTY**) will participate as a guest only.
- The **SECOND PARTY** will support the development of a student representative body and student ambassador on campus. The **FISRT PARTY** is in charge of organizing, maintaining, and providing guidance assistance for the program's smooth running.

In addition, all parties agree to:

- Provide regular feedback to the MoU partners of the lessons learnt, provide necessary resources to achieve the goals of the partnership.
- Acknowledge the partnership by appropriate use of the names and logos of the other parties in publications and marketing.
- Respect good business practices by operating transparently, putting in place measures to assure the maximum possible environmental and business practices, and offering high standards of quality, redress and transparency to end users.

Terms of Agreement

- This agreement shall come into force and bind the Parties hereto from the day it is executed.
- This agreement shall continue to be in full force and effect for a period of twelve (12) months, starting from the date of commencement of joint activities.
- The Parties agree to keep confidential the existence and content of this Agreement, as well as any information exchanges between the Parties that is expressly indicated to be confidential.

The undersigned agree to the above terms to work together in establishing a successful and sustainable project.

The partnership can be terminated within one (1) month by either party at any time, with notice given in writing (email included) to all other parties, and one (1) month allowed for dispute resolution.

All parties recognize that this agreement is legally non-binding, and provides an outline of expectations by each party in the partnership.

Date of signing of MOU

The MOU was entered at Kolkata on 11-08-2023

Signed, Sealed and Delivered

For the College

[Signature]
11/08/2023

Prof. (Dr.) Amal K. Ghosh
Principal

PRINCIPAL

Netaji Subhash Engineering College
Techno City, Garia,
Kolkata-700 152



For the Environment Conservation Society (SwitchOn Foundation)

[Signature] 11.08.2023

Ranjeeta Bhattacharya
Senior Project Manager, SwitchOn Foundation

[Signature]
11/08/23

Witness 1 from FIRST PARTY

.....



Witness 2 from SECOND PARTY

[Signature] 11-8-23

.....



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 4th Day of January, 2021 by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and **NETAJI SUBHASH ENGINEERING COLLEGE** established under West Bengal Act, XXVI of 1981 No S/49037 of 1985-1986 situated at Panchpota, Garia, Kolkata 700152 (hereinafter referred to as "Institute").

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

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Principal
Netaji Subhash Engineering College
Techno City, Garia,
Kolkata-700152

Jinthaaker Satta



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WHEREAS Institute is affiliated by Maulana Abul Kalam Azad University of Technology, WB which is providing educational degrees at undergraduate and postgraduate level in various streams and is an autonomous University under state legislative act.

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS the Parties recognize each other's competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities.

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This MOU is intended to cover a specific collaborative effort between TCS & Institute under the Academic Interface Programme driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses (TCS Designed Course(s)) which can be offered by the Institute as elective courses for specific degree specializations (Option 1), and/or as full curriculum specializations streams in undergraduate engineering program (B.E. / B.Tech) (Curriculum) at the Undergraduate degree level (Option 2) or post-graduate degree level (Option 3), as may be agreed to by the Parties and details outlined in Annexure A. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

The agreement between TCS and Institute would be effective from 01st June 2020 ("Effective Date") and shall be valid up to 31st May 2025.

For the initial term of this MOU, Parties hereby agree to offer TCS Designed Courses under Option 2 for two batches joining in the academic years (AY) 2020 (ending 2024) and 2021 (ending 2025). Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of TCS and the Parties shall enter into written amendment to the MOU extending the term of this MOU accordingly.

II) ROLES AND RESPONSIBILITIES

A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. Unless otherwise agreed to in Annexure A, TCS will not be involved in the administration and/or the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum. The mode of the delivery of the course by TCS trainers can be either through face to face teaching or through a digital medium using any of the video conferencing tools.
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However, the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute. The mode of the delivery of the TTT program can be either through face to face training or through a digital medium using any of the video conferencing tools.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.

- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (agreed to in Annexure A or amendment thereof) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
 - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s)
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams / assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. TCS may suggest assessment criteria and the institute, at its discretion, may use the same for assessment to be done through written exams, internal assessments, market visits and take-home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute will enable Video Conference facility in its campus for faculty to join remotely from TCS office for Faculty Development Program and for students to join for classes on some subjects which may be conducted by TCS faculty over Video Conference.
- Institute will ensure adequate computing Lab facility for the students undergoing CSBS course.
- Institute will ensure at least one classroom with CCTV monitoring facility where some exams may be conducted by TCS for the students pursuing CSBS.



hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.

- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure - D hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.
- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfil its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/procedures followed by Institute.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy and soft copy forms, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute, and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed



Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) forming part of the Curriculum, whether developed solely by TCS or jointly along with TCS and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non-sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices on the TCS Designed Course(s). Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' Logo, trademark, copyright notices and other proprietary markings or notices as included in the TCS Designed Course(s).
- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
 - a) To respect TCS' intellectual property
 - b) Not to use TCS' intellectual property without the prior express written consent of TCS
 - c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty
 - d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU
 - e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trademarks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure B.
- TCS may use the Curriculum or any course designed, developed or implemented under this MOU with any other academic institution without any restriction or compensation to Institute.

V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time

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or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.

- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination or expiry of this MOU, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or if notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is / are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of TCS as mentioned in Section I above. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected. This Agreement shall automatically terminate if the Curriculum is not approved by AICTE or other approving authorities and / or admissions are not made in batch joining in the AY 2020 and 2021.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: 1) Dr Indranil Ghosh, Associate Professor (Mob:9830153972)
2) Dr Anirban Kundu, Associate Professor (Mob: 9051689258)
Netaji Subhash Engineering College, Garia, Kolkata 700152

Point of contact of TCS: G Balanarayanan
Academic Interface Programme
Tata Consultancy Services Ltd
21, Industrial Estate, Ambattur
Chennai - 600 058
Ph: 044-66166590 / +91-8055210931

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

(IX) LIMITATION OF LIABILITY

Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

(X) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English, and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

(XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.

To TCS

Attention: Academic Interface Programme, Tata Consultancy Services Ltd, 21, Industrial Estate, Ambattur, Chennai 600 058

With a copy addressed to: General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, 21 D S Marg, Fort, Mumbai - 400 001 (India)

To, Netaji Subhash Engineering College

Attention: B Tech (CSBS) Programme, Netaji Subhash Engineering College, Garia, Kolkata 700152

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

(XII) NON SOLICITATION

During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However, the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

The business activities of TCS are self-regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>

XVII) SURVIVAL

The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

XIX) ENTIRE AGREEMENT

This MOU along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

Tata Consultancy Services Ltd.
(TCS)

Netaji Subhash Engineering College
(Institute)

Signature



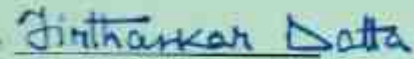
Name: Mr. Chandra Koduru



Title: Head, Academic Interface Program

Date: 4/1/2021

Signature



Name: Prof. (Dr.) Tirthankar Datta

Title: Principal, Netaji Subhash Engineering College

Date: 04/01/2021

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Techno City, Garia,
Kolkata-700 152



ANNEXURE - A

OPTION 1:

TCS Designed Course(s)

Such TCS Designed Course(s) will initially be offered only to students at the Institute undergoing a full time specific 4-year undergraduate engineering degree programs in Computer Science and Business Systems as part of the Curriculum (as detailed in Option 2 below).

Parties may agree to offer TCS Designed Course(s) offered as part of the Curriculum as elective subjects in other engineering degree programs.

Option 2:

TCS Designed Curriculum – Offered for full time four-year undergraduate engineering program (B.E. / B.Tech)

Offering - Only for full time four-year undergraduate engineering program (B.E. / B.Tech)

4-year Degree: TCS will work on designing full curriculum specialization in Computer Science and Business Systems four-year undergraduate engineering degree courses.

The objective is to provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field. TCS will work in collaboration with the Institute for designing the curriculum for the same spread over 4 years of the graduation course (the "Curriculum"). The Curriculum will include examination/assessment at the end of each semester / year for all courses including the TCS Designed Course(s).

- TCS agrees to design a full time four-year undergraduate engineering curriculum titled "Computer Science and Business Systems" (hereinafter referred to as "Curriculum").
- Curriculum will have 6 elective courses (to be chosen from 18 elective options) spread from Semester 5 to Semester 8. Two elective subjects will be taught by TCS in Semester 7 and Semester 8. The selection and evaluation criteria of the students for these electives shall be decided by TCS.
- The final choice of Curriculum to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- Table 1 outlines the courses including TCS Designed Course(s) which will be taught in Year 1 Semester 1 and Year 1 Semester 2 and has been agreed to by both TCS and Institute.
- Table 2 outlines the courses including TCS Designed Course(s) which will be taught in Year 2 Semester 3 and Semester 4 and has been agreed to by both TCS and Institute.
- The course curriculum for Year 3 & Year 4 will be subsequently decided and finalized mutually between TCS and Institute and identify any TCS Designed Course(s) included therein, as an addendum to this MOU.
- TCS shall provide personnel/specialists support in order to design the course(s), develop the course(s) and assist the Institute's faculty and/or delivering certain courses during Year 1 in the Curriculum as identified below for TCS Designed Course(s).
- TCS role in designing of the course(s), developing the course(s) and assisting the Institute's faculty and/or delivering the courses for Year 2 to Year 4 will be mutually decided in writing as an addendum to this MOU later between TCS and Institute.

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Table 1. Course Curriculum – Year 1

ID	TCS Designed Courses for Semester I
1.1	Discrete Mathematics
1.2	Introductory Topics in Statistics, Probability and Calculus
1.3	Fundamentals of Computer Science+ Lab
1.4	Principles of Electrical Engineering + Lab
1.5	Fundamentals of Physics+ Lab
1.6	Business Communication & Value Science – I
ID	TCS Designed Courses for Semester II
1.7	Linear Algebra
1.8	Statistical Methods + Lab
1.9	Data Structures & Algorithms + Lab
1.10	Principles of Electronics + Lab
1.11	Fundamentals of Economics
1.12	Business Communication & Value Science – II
1.13	Environmental Sciences (Non-Credit / Optional)

Table 2 Course Curriculum – Year 2

ID	TCS Designed Courses for Semester III
2.1	Formal Language and Automata Theory
2.2	Computer Organization & Architecture
2.3	Object Oriented Programming + Lab
2.4	Computational Statistics + Lab
2.5	Software Engineering + Lab
2.6	Financial Management
2.7	Human Resource Management
ID	TCS Designed Courses for Semester IV
2.8	Operating Systems + Lab (Unix)
2.9	Database Management Systems + Lab
2.10	Software Design with UML + Lab
2.11	Introduction to Innovation, IP Management & Entrepreneurship
2.12	Business Communication & Value Science – III
2.13	Operations Research + Lab
2.14	Marketing Research & Marketing Management



ANNEXURE - B

TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: balanarayan.gi@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
 - (i) claim any right, title or interest in any of the TCS Marks;
 - (ii) register, seek to register or cause to be registered any of the TCS Marks;
 - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
 - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
 - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
 - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
 - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully liable to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, representatives, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
6. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quiet enjoyment or fitness for a particular purpose.
7. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or



Anthariken Datta
Principal

Netaji Subhash Engineering College
Techno City, Garia,
Kolkata-700 152

of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.

TCS Confidential

Page 14 of 18



Jinthaankar Datta
Principal
Netaji Subhash Engineering College
Techno City, Garia,
Kolkata-700 152

ANNEXURE – C (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.E. / B.Tech. student ("I"/ "Student") of _____ and **Tata Consultancy Services Limited**, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg Fort, Mumbai – 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____ executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop courses in areas focused around "**Computer Science and Business Systems**" which is a focused line of business offering within TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self-study / training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____

ANNEXURE - D (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400001, India ("TCS"); and _____, ("Faculty"), a Faculty in the Department of _____ at _____ (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated _____ executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty / Faculty to teach a TCS Designed Course(s) viz. Computer Science and Business Systems and any other TCS Designed Course from time to time (the "Course").

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above.

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement").

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement:
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement.

3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
- a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or anyone acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. The Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS: Tata Consultancy Services Ltd
TCS House, Raveline Street,
Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To Institute: Netaji Subhash Engineering College
Garia
Kolkata-700152
Attn: The Principal, NSEC

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Location:
Date:
on behalf of: Tata Consultancy Services Ltd.

Location:
Date:
on behalf of:

Sign in the box

Sign in the box

Name, Designation & Signature

Name, Designation & Signature of Faculty



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 973914

BEFORE THE NOTARY PUBLIC

Memorandum of Understanding [MoU]

Between

Bio-Medical Engineering Department of

Netaji Subhash Engineering College [NSEC]

And

Nehru Memorial Techno Global Hospital [NMTGH]



This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on the 5th day of April 2023 ("Effective Date") at Kolkata.

BY AND BETWEEN

Netaji Subhash Engineering College [NSEC], located at Mauza Ranabhutia, Techno City, Garia, Ranabhutia, West Bengal 700152, is one of the premier Institutes for imparting quality technical education. Netaji Subhash Engineering College is currently hosting following Engineering disciplines: Computer Science and Engineering, Civil Engineering, Mechanical Engineering, Electronics and Communication Engineering, Electrical Engineering, Bio-Medical Engineering, Applied Electronics and Instrumentation Engineering, Artificial Intelligence and Mechanical Engineering, Computer Science and Business Systems and Information Technology.

The Bio-Medical Engineering Department of Netaji Subhash Engineering College [NSEC] is a Department with total commitment to quality and excellence in academic pursuit. It offers students a complete dynamic learning environment that focuses on all-inclusive development of students

B. N. SANYAL
NOTARY PUBLIC
Bioshikha Building
North Block, Gr. Floor
Mahanagar Kolkata
West Bengal
05 APR 2023

31 MAR 2022

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N.S.S. College

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Kolkata

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মোকাফ - চন্দ্রনগর কোর্ট

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integrating latest technical advancements, theoretical aspects, practical applications & exposure, training, soft skills development with strong ethical traits. BME Students at NSEC are provided with realistic work environment with eminent, qualified and experienced faculties enabling the complete theoretical, practical and all-round teaching attributes.

The college is approved by AICTE and affiliated to Maulana Abul Kalam Azad University of Technology. We offer UG and PG courses in major disciplines of Computer Science and Engineering, Electronics and Communication Engineering, Power System and Control & Instrumentation Engineering. The Bio-Medical Engineering department is well equipped with latest and up-to-date equipment to provide all technical intellect to the students in the respective fields/areas. The faculties are not just teachers but they are also life mentors to the students to take care of their overall developments.

AND

Nehru Memorial Techno Global Hospital (NMTGH), located at 6 Barasat Road, Near Lalkuthi More, Barrackpore, Kolkata 700 120, is a Super Speciality Hospital situated in the up-market of Barrackpore. It possesses 4 acres of land and one lakh square feet of construction area and promises to provide the best equipped infrastructure with all the facilities as per the contemporary needs. It is also made sure that it offers the utmost comfort, care and guidance for the treatment of patients.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, MoU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

This MOU may co-operate in the following activities:

1. The objective of this MoU is to combine and synergies the expertise of **Nehru Memorial Techno Global Hospital (NMTGH)**, Barrackpore and **Netaji Subhash Engineering College (NSEC)**. Both the parties shall commit the necessary resources in pursuance of the objectives and formulate necessary action plan to fulfil the objectives. Both the parties undertake to work with each other in a seamless and transparent manner in the spirit of mutuality and partnership.
2. To expose the students of **BME Department of NSEC** to the relevant practical aspects of the course on Biomedical Engineering.
3. To provide internships to the students of **Bio-Medical Engineering, NSEC**, to frame the syllabus for internship and certificate courses.
4. To provide hands-on training about Medical Equipment along with interactive session to the students of **Bio-Medical Engineering Department of NSEC** at least 3 (three) weeks in every year.
5. **NMTGH** will provide Hospital Training to the 7th Semester students of **Bio-Medical Engineering of NSEC**.
6. To facilitate interdisciplinary research and development in the field of Medical Electronics, Imaging Studies, Health Care related to general hygiene & jointly publish papers in the Index journals/International Conferences.
7. Complete Healthcare to provide guidance to the staff & students of **Biomedical Engineering, NSEC**, providing practical exposure in the field of Bio-Medical Waste, Anatomy and Physiology of a particular disease and the relevant treatment methods & providing practical exposure to the extent possible.
8. **NMTGH, Barrackpore** will provide guidance to the students of **Bio-Medical Engineering students of NSEC** to use their resources for carrying out academic projects.

TRUE COPY
ATTESTED BY ME

H. N. SAHA
NOTARY

Reg. No. 23/2002

9. All employees, students and their families of NSEC are entitled for 20% discount on indoor treatment and investigation facilities including the medicine and consumables at NMTGH, Barrackpore.

10. To jointly organize Health awareness program, Medical Camp towards the well-being of the society.

11. To collaborate in carrying out funded projects in the field of Disease Diagnosis, Disease Monitoring & Therapy.

The MoU will stress on the collaborative activities between the **BME Dept of NSEC and NMTGH**, will carry out specialized educational programs like specialized hands on intense training, focusing on theoretical concepts and working Bio-Medical practices for students/faculty members. The MoU will also stress on joint research and development projects in key fields of Bio-Medical Engineering. Personnel exchange and visits for sharing knowledge and experience will also be a part of MoU.

The purpose of MoU is to strengthen Industry-Academic relationship for mutual benefit, to build fruitful and mutual relations, and propose to offer programs of mutual interest. The MoU will focus on carrying out studies in existing and new academic frameworks to yield a better public understanding of the problem areas and to suggest social, economic and technological solutions. Stress on developing academic and research frameworks suitable for training of **Bio-Medical students of NSEC** in upgrading their skills is also a part of MoU.

POINTS OF UNDERSTANDING

1. **Nehru Memorial Techno Global Hospital [NMTGH]** is ready to be a Industrial Training and Placement Partner of the Bio-Medical Engineering Department of **Netaji Subhash Engineering College (NSEC)**.
2. **Nehru Memorial Techno Global Hospital [NMTGH]** will conduct seminar workshop on different important topics related to Bio-Medical Engineering (online/offline modes)
3. **Nehru Memorial Techno Global Hospital [NMTGH]** will put their best effort for enhancing the knowledge of the student of the BME Dept of **Netaji Subhash Engineering College (NSEC)**. If it will be feasible then **NMTGH** will invite the **BME students of NSEC** in their seminar and workshop conducted on the sector of HealthCare, at different places.
4. **Nehru Memorial Techno Global Hospital [NMTGH]** will be the training partner for different technology like Bio-Medical Waste Management relevant to the current Industry scenario.
5. The training mode may be online, if and only if students do not want to go for Offline/classroom training, otherwise the training location will be **Nehru Memorial Techno Global Hospital [NMTGH]** campus at Barrackpore.
6. The proportion of fees shared in training (between both the parties), Course content, duration and minimal students will be mutually discussed at the same time.
7. **Netaji Subhash Engineering College (NSEC)** and **Nehru Memorial Techno Global Hospital [NMTGH]** will allow to keep their Banner in Computer Lab and Notice Board for promotional purposes.

TRUSTED
ATTESTED BY ME

B. N. BISIA

05 APR 2023

8. By signing this MoU both parties are mutually agreed to use the name and logo of each other for official and promotional purposes.

Term of MoU

This MoU shall come into force from the date of signing and shall remain valid till 3 (three) years unless and otherwise terminated by either party by valid reasons.

Accepted and Agreed


SIGNATURE

NETAJI SUBHASH
ENGINEERING COLLEGE (NSEC)

NAME: Dr. Amal Kumar Ghosh

DESIGNATION : Principal
Netaji Subhash Engineering College
Techno City, Garia
Kolkata-70 152
W.B., India
SIGNATURE

Nehru Memorial Techno Global
Hospital [NMTGH]

NAME: Mr. Sumanta Chatterjee

DESIGNATION : Director, Operations
& Management Coordination, NMTGH


5-4-23
SIGNATURE


WITNESS

NETAJI SUBHASH ENGINEERING
COLLEGE (NSEC)

NAME: Dr. Sukumar Roy

DESIGNATION : H.O.D BME Dept,

NSEC

SIGNATURE

Nehru Memorial Techno Global
Hospital [NMTGH]

NAME: Mr. Tamal Chatterjee

DESIGNATION : Legal Officer,
NMTGH


5/4/23
SIGNATURE

TRUE COPY
ATTESTED BY ME

B. N. SAHA
NOTARY
Reg. No. 23/2002

05 APR 2023



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA57288006447412V
 Certificate Issued Date : 05-May-2023 12:11 PM
 Account Reference : NONACC (FI)/ kagcs108/ KORAMANGALA13/ KA-JY
 Unique Doc. Reference : SUBIN-KAKAGCSL0895988941084572V
 Purchased by : ACCENTURE SOLUTIONS PVT LTD
 Description of Document : Article 12 Bond
 Description : VENDOR AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ACCENTURE SOLUTIONS PVT LTD
 Second Party : NETAJI SUBHASH ENGINEERING COLLEGE
 Stamp Duty Paid By : ACCENTURE SOLUTIONS PVT LTD
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this 26th Day of April 2023 between

Accenture Solutions Pvt. Ltd., with the registered office at Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West), Mumbai – 400079, India, (hereinafter referred to as the "Accenture" which expression shall, unless contrary to the context or meaning thereof, mean and include its Affiliates and permitted assigns)

and



Digitally signed
by narayana.r.1
Date:
2023.05.15
02:58:22 -
04:00
UTC+5:30

PAGE 1 of 27
Accenture Highly Confidential



Digitally signed
by Dr Arindam
Ray
Date:
2023.07.19
05:44:30 -04:00

1. The authenticity of this Stamp certificate should be verified at www.shreechamap.com or using e-Stamp Mobile App of Stock Holding.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Netaji Subhash Engineering College, with the registered office in Mauza Ranabhatia, Techno City, Garia, West Bengal 700152,, (hereinafter referred to as the "Institute")

(collectively hereinafter also referred to as the "Parties" or separately as a "Party").

WHEREAS:

1. Accenture is in the business of **(Client Service)**,
2. Institute is a **(Learning and Education)**
3. Parties wish to enter into this MOU to collaborate with each other for **(SOW -building Japanese bilingual technologists)** ("Purpose").

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth herein, the Parties agree as follows:

1. DEFINITIONS

"Affiliate" means any Entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Entity, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of an Entity whether through the ownership of voting securities, by contract or otherwise.

"Candidate" for the purposes of this MOU shall mean and include the Participants who are eligible for the Pre-Placement Internship ("PPI") and Pre-Placement Offer ("PPO") as per the scope agreed under the SOW

"Employee" for the purposes of this MOU shall mean and include Institute's employees, officers, partners, resources, personnel, third parties, vendors or agents

"Entity" means any corporation, general or limited partnership, company, joint venture, limited liability company, limited liability partnership, firm, business association, organization, trust or unincorporated organization or governmental authority or any other entity.

"Participants" means Institute's candidates who would receive the training

"Term and Termination" means the date as set out in this MOU under Section 8.2

2. SCOPE

i. Institute shall collaborate with Accenture and perform the obligations as detailed herein and in the purchase order/quote/SOW in accordance with the terms of this MOU. The scope is set out in detail in the statement of work under Schedule No. 1 ("SOW")/Purchase Order.

ii. Accenture may upon notice to Institute, at any time and at its sole discretion, terminate, suspend and/or alter/reduce/reschedule the scope of work, in whole or in part, or may change the locations or facilities for the Purpose and/or scope set out in the SOW.

iii. This MOU shall not be an exclusive arrangement between the Parties and nothing in this MOU shall prevent Accenture from collaborating with other institutes or any other third party for the same or similar purposes

iv. Accenture does not guarantee any specific/minimum level of volume commitment with regards to hiring/recruitment of the Candidates under this MOU.

v. Accenture encourages the Institute to assign/deploy only those Employee(s)/Participant(s) at Accenture premises and/or client premise(s) who are vaccinated as per prevailing Government



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by narayana.r.i
Date:
2023.05.15
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by Dr Arindam
Ray
Date:
2023.07.15
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guidelines/regulations/directives/orders/notifications issued by Ministry of Health and Family Welfare, Government of India from time to time.

3. INSTITUTE'S RIGHTS AND RESPONSIBILITIES

3.1. Within the scope of the Parties' cooperation under this MOU, the Institute undertakes:

- i) to follow Accenture's instructions,
- ii) to take due and expert care when carrying out all tasks under this MOU, and protect Accenture's good reputation,
- iii) to encourage Participants to enrol for the training provided by Accenture, develop required skillset and obtain proficiency certifications to be eligible for the PPI and PPO
- iv) to properly enter the above-mentioned information into the Accenture's approved recruitment application/tool in use at the time, including a proper specification of the permanent residence, telephone and email contacts of the recommended Candidate,
- v) to provide each Candidate with basic information (pre-approved by Accenture) on Accenture, its services and basic description of the offered position,
- vi) to provide necessary cooperation in respect of the training and procedure leading to the selection of the most suitable Candidate and to inform all Candidates whom Accenture has interviewed about the result of the procedure, immediately upon the completion thereof,
- vii) to make it possible for Accenture, at Accenture's option, to directly contact the Candidates without the Institute's participation, to mutually speed up the entire candidate selection procedure.

3.2. The Institute represents and warrants that:

3.2.1. it has the necessary approvals, permission, manpower, qualification, skill and expertise to collaborate with Accenture for fulfilling the Purpose on the terms set out in the MOU;

3.2.2. no announcement or publicity concerning this MOU or any matter ancillary thereto nor use the name, trade name, trademark or symbol of Accenture or its Affiliates on any list of Institute's customers, or in connection with any advertising or promotional materials or activities, or in other written, electronic, magnetic or in any form without prior written consent from Accenture;

3.2.3. it and its Employees shall conform to Accenture standards which apply to this MOU and will comply with all applicable Accenture policies and security provisions in effect from time to time and shall cooperate with Accenture to fulfill the Purpose in a manner consistent with the ethical and professional standards of Accenture;

3.2.4. it is aware of, understands, has complied with, and will comply with, all laws and regulations applicable to Institute in the performance of this MOU, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016; (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labor and Employment Laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Institute will not take any action, or fail to take any action, that would result in Accenture violating any such law, rule, ordinance or regulation. Institute agrees that all contract clauses required by such existing and future laws or regulations are incorporated into this MOU by this reference.

3.2.5. it shall comply with all applicable laws, rules, ordinances and regulations of the state designated in the governing law provision below, and with any other jurisdiction in which it acts. In no event shall Institute be obligated under this MOU to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it;

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3.2.6. it shall act towards Accenture conscientiously and in good faith and not allow its interests to conflict with the duties it owes to Accenture under this MOU

3.2.7. except as expressly authorized by Accenture, it will not act in a way which will incur any liabilities on behalf of Accenture;

3.2.8. it will provide independent and unbiased advice to Accenture;

3.2.9. it will use its best endeavours to meet any timetables or timing requirements imposed by Accenture under this MOU;

3.2.10. This MOU is personal to the Institute and the Institute shall not assign, subcontract or transfer or purport to assign or transfer this MOU or its obligations hereunder to any other person or entity without the prior written consent of Accenture;

3.2.11. Institute shall not carry out any act or make any omission which has or could be expected to have an adverse impact on the security of Accenture, any Accenture security system;

3.2.12. The Institute shall ensure that it does not employ, engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor whether directly or indirectly related to the performance of Services/SOW under this MOU, which is in contravention of the Child Labor (Prohibition and Regulation) Act, 1986, and other related applicable laws. That Institute shall ensure that it will follow the rules laid down concerning the minimum age of employment for children.

3.2.13. Institute shall, at all times, comply with the Accenture Data Privacy Schedule and Information Security Schedule as detailed in Schedule No.2 and Schedule No. 3 of this MOU and such other terms as defined by Accenture from time to time.

4. ACCENTURE'S RIGHTS AND RESPONSIBILITIES

4.1. Accenture undertakes to provide the Institute with all cooperation which is necessary for the creation of conditions for proper performance hereof.

4.2. Accenture pledges to consider all information about individual candidates provided by the Institute strictly confidential and to treat it accordingly.

4.3. Accenture shall be obliged while providing PPO to inform Institute, in writing and with all elements (name and surname of the candidate, name of the filled position), about the fact that Accenture has entered into a contract with a candidate no later than the fifth working day following the date of the commencement of the selected candidate's employment (or other similar contractual relationship).

4.4. In the event of any inquiry, requirement or problem, Accenture shall be entitled to contact the contact person identified by the Institute.

5. INTELLECTUAL PROPERTY

5.1 All Accenture proprietary materials provided by Accenture to Institute and/or Participants in relation to the scope under this MOU shall remain the property of Accenture unless such material is developed by using Institute's proprietary and Confidential Information ("Accenture Materials").

5.2 All right, title and interest (including without limitation, patents, copyright, trade secret, trademarks and design rights) in respect of any Accenture Materials which were created, provided



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or otherwise made available to the Institute or its Employees or Participants or Candidates during the course of this MOU shall remain solely and exclusively vested with Accenture.

5.3 The provisions of this section will survive the expiration or termination of this MOU.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. The Institute shall indemnify and hold harmless Accenture, its Affiliates, employees, directors, agents, contractors, from and against any and all claims, demands, loss, damage or expense:

6.1.1. related to bodily injury or death of any person or loss of, or damage to, real or tangible personal property, resulting from the negligent or willful acts or omissions of the Institute, Participants, Candidates, Employees, agents and subcontractors;

6.1.2. related to any claims, employment liabilities by any Institute Employees for payment and any claims that the Institute or its Employees is/are not an independent contractor(s)

6.1.3. resulting from any claim, whether or not substantiated, relating to breach of any law or regulation;

6.1.4. incurred by Accenture based on any claim that any materials or other deliverables or documents delivered by the Institute or its agents or subcontractors pursuant to this MOU, or use by Accenture thereof, or Accenture's exercise of the licensed rights or permissions conveyed therefore or contained therein in any manner infringe or otherwise violate any patent, copyright, trade secret or other proprietary right, or any other rights of any third party;

6.1.5. related to, resulting or arising in connection with any violation by the Institute of the covenants under Clauses 3.2, 5, 7.

6.2 In no event shall Accenture be liable to the Institute or its Employees or Participants or Candidates (whether in contract, tort (including negligence) or otherwise for any increased costs or wasted expenditure, loss of profits, business, contracts, or revenues, loss of operation time, loss of goodwill or reputation of the Institute, its Employees or Participants or Candidates or any other person acting on their behalf, special, direct, indirect, incidental, punitive or consequential damage of any nature whatsoever or howsoever arising directly or indirectly out of this MOU.

7. CONFIDENTIALITY

7.1 The Parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this MOU, or at any time after its termination, divulge any such information to any person not authorised by the divulging party to receive it and shall not utilize any secret or confidential knowledge or information acquired in connection with this MOU to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this MOU.

7.2 The Institute pledges to maintain confidentiality of information obtained from Accenture or made available by Accenture during the term (for example, information regarding the working positions, salary rates, information on salary statements, description of working procedures, project details, etc.) and not disclose such information to any other person, unless the disclosure of such information to the candidates is necessary for proper performance under this MOU. Institute acknowledges that damages may not be sufficient remedy for Accenture in case of any breach of the confidentiality obligations by the Institute and that Accenture may be entitled to specific performance or injunctive relief, as appropriate, as a remedy for any breach or threatened breach of this obligation, in addition to any other remedies available to Accenture at law or in equity. Institute consents to Accenture seeking and obtaining specific performance or an ex-parte interlocutory or



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interim injunction to prohibit or restrain Institute or any of its representatives from any breach or threatened breach of this clause.

7.3 The Institute undertakes to get a Non-Disclosure Agreement (NDA) signed with each of the Participants/Candidates, as in the format annexed herewith and marked as Schedule No. 4.

8. GENERAL

8.1 During term of this MOU and for a period of (12) twelve months after termination or expiration of this MOU, Institute shall not on its own account or in connection with any other person, firm or contractor, directly or indirectly, canvass or solicit for employment or engagement of any personnel of Accenture. If Institute breaches this Section, Institute shall pay compensation to Accenture in the form of liquidated damages equal to the greater of one (1) year's compensation either: (a) offered to the personnel by or through the Institute; or (b) paid or offered to the personnel by Accenture.

8.2. Term and Termination.

i. The MOU shall be effective as of **26th Day of April 2023** ("Effective Date") and shall continue for a period of **24 months** unless the term is extended for a further twelve (12) month period pursuant to express written agreement of the Parties.

ii. Either Party may terminate this MOU at any time if the other Party is in breach of any material term of this MOU and does not remedy the breach within the ten (10) business days of the date of a written notice from the other Party specifying the breach and requiring it to be remedied.

iii. Accenture may terminate this MOU at will and without cause upon giving thirty (30) days' notice to the Institute.

iv. Accenture may terminate this MOU immediately by notice in writing in the event the Institute breaches Data Privacy, Confidentiality, Accenture Code of Business Ethics, Accenture Policies, and/or misrepresents or commits any fraud.

v. Termination of a SOW: Notwithstanding anything stated to the contrary in this MOU or any other document executed with the Institute, Accenture may, at any time with or without cause, terminate a SOW with thirty (30) days' notice to the Institute. Any/all SOW with the Institute for the scope under this MOU shall be co-terminus with the term of this MOU.

8.3 Neither party shall be responsible for any failure or delay in performance of its obligations under this MOU due to any force majeure event including without limitation, a pandemic, epidemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, directives lockdown, rule, regulation or direction, unforeseen accident, explosion, acts of terrorism, fire, flood, or storm/cyclone, but expressly excluding defaults of the Institute and strikes, lock-outs or industrial disputes of the Institute's workforce.

8.4 Institute shall provide to Accenture, its internal and external auditors, inspectors, regulators and other representatives that Accenture may designate from time to time, access at reasonable hours to Institute's records and other pertinent information, all to the extent relevant to the performance of Institute's obligation under this MOU. Institute will cooperate as is necessary in such audits and will provide all necessary books and records to establish such compliance. Institute shall provide assistance reasonably requested by Accenture or its designee in conducting any such audit and shall make requested Employee/s, records and information available during the term and up to eight (8) years thereafter.

8.5 This MOU sets out the entire understanding between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between Accenture and Institute. Any amendments to this MOU shall be in writing.

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8.6 This MOU shall be construed in accordance with laws of India and the courts of Bangalore shall have sole jurisdiction. If any dispute arising between the Parties is not amicably settled within ten (10) days of commencement of attempts to settle the same by authorized representatives of both Parties, then the same shall be referred to arbitral proceedings under the provisions of Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA"). The arbitration proceedings shall be conducted in Bangalore, India and in English.

8.7 Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Institute is required to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of Accenture's Supplier Standards of Conduct can be found at: https://www.accenture.com/_acnmedia/pdf-58/accenture-supplier-standards-of-conduct-final-en.pdf and is hereby incorporated by reference into this MOU. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a legal or ethical concern, please contact the Accenture Business Ethics Helpline via the web or obtain country-specific phone number to speak with an agent 24 hours a day, seven days a week: <https://businessethicsline.com/accenture>. In most cases, you may remain anonymous when using the Accenture Business Ethics Helpline; however, in certain countries this may not be the case due to local legal restrictions. Institute must prohibit any retaliation against any Employee who comes forward to raise such a concern or assists Accenture, or a law enforcement authority, by providing information to address a concern. In this context, "retaliation" means unfair treatment of any kind that follows from the raising of a good faith concern (or any threat of such unfair treatment). Accenture treats all allegations seriously and, subject only to legal requirements to disclose, in strict confidence.

8.8 Notices. Unless expressly stated otherwise in this MOU, all notices under this MOU must be in writing and must be delivered personally, sent by certified mail (return receipt requested); or sent by express courier (with confirmation of delivery). The notice shall be deemed given and effective upon receipt: (A) when it is delivered to a Party personally; (B) upon receipt if sent certified mail, return receipt requested; or (C) when delivered by a nationally recognized overnight courier service such as FedEx (with confirmation of delivery). Any notice by email shall only be allowed in the particular Sections of this MOU that expressly permit it. All notices must be addressed to the other Party at the address set forth in the preamble above. Either Party may designate a different address by giving ten (10) days' written notice to the other Party in accordance with this MOU. All communications and notices to be made or given pursuant to this MOU must be in the English language. All notices under this MOU shall also be sent via email to the individual with the other Party who is primarily responsible for the management of the relationship between the Parties. Where Institute knows, or reasonably suspects, that a loss, unauthorized acquisition, disclosure, use or other form of compromise of Accenture Data has occurred, Institute will promptly notify Accenture's point of contact in writing, and in any event within forty-eight (48) hours following such discovery.

8.9 Survival. The terms of this MOU shall survive the termination or expiration of this MOU in perpetuity.

8.10 If any obligation pursuant hereto is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining obligations under this MOU and the Parties undertake to replace such an invalid or unenforceable obligation with a new, valid and enforceable obligation which shall most closely approximate the intention of the original obligation.

8.11 Order of Precedence: In the event of any conflict or inconsistency between the MOU and SOW/purchase order/schedules, the terms of this MOU shall prevail in regard to such conflict.

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8.12 The Institute shall not sub-contract the performance of its obligations under the MOU without the prior written consent of Accenture. Notwithstanding the foregoing, the Institute shall not be relieved of any of its obligations under this MOU for the acts or performance of its subcontractors or agents and the Institute shall at all times remain liable for the acts and/or conduct of subcontractor

8.13(i) If, during the term, a Party notifies the other party that the scope or Purpose has changed or will change significantly, sub-clause 8.13(ii) will apply.

(ii) Upon receipt of a notice in accordance with sub-clause 8.13(i), the Institute and Accenture will negotiate in good faith to determine the basis on which the Purpose of MOU can be achieved and any agreed changes shall be set out in writing failing which Accenture shall have the right to terminate this MOU and/or SOW(s) in accordance with clause 8.2 (iii) and 8.2 (v)

9. INDEPENDENT CONTRACTOR

The Institute shall act as an independent contractor and not as the agent of Accenture in fulfilling the Purposes under this MOU, maintaining complete control over its Employees. The Institute warrants that it is fully experienced, properly qualified, and is appropriately skilled, licensed, equipped, organised, financed to fulfill the Purpose under this MOU. Nothing contained in this MOU shall create any contractual relationship between Employees any/or those lower tier service provider and Accenture which are contracted directly with the Institute. Nothing contained in this MOU shall be constructed to create a relationship of principal-agent, employer-employee, partners or joint venture between the Parties. The Employees of Institute shall in no manner be deemed to be the employees of Accenture.

10. BACKGROUND CHECKS.

Institute will, at its expense, perform a background check on each Participants/Candidates prior to his/her participation with Accenture as per the scope agreed under this MOU. Subject to applicable law the background check must be conducted in accordance with either (a) the standards that are provided to Institute, or (b) upon Accenture's prior approval, Institute's own background screening policy. Notwithstanding the foregoing, however, if Institute notifies Accenture in writing that it is ISO 27001 certified or compliant, it specifically represents and warrants that it is in compliance with the personnel background screening requirements in ISO 27001 and will conduct each background check in accordance with such requirements. Only those Participants/Candidates who have passed such background checks will be allowed by Institute to participate with Accenture as per the scope agreed under this MOU. Upon Accenture's request and subject to all applicable legal requirements, Institute will make available to Accenture sufficient documentation to demonstrate its compliance with this Section.



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11. BINDING CONTRACT.

This MOU is a legally binding contract. The Parties shall use their commercially reasonable best efforts to negotiate and enter into the definitive agreement as promptly as practicable, but failure to do so shall not impair the binding and enforceable character of this MOU.

IN WITNESS THEREOF, each of the Parties hereto, by its duly authorized representative, has caused this MOU to be executed as of the Effective Date.

For and on behalf of:

Accenture Solutions Pvt. Ltd.	Netaji Subhash Engineering College
Name: Sumesh Suri	Name: Arindam Ray
Title: Associate Director, India Procurement	Title: Director



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SCHEDULE NO. 1

Statement of Work

This Statement of Work ("SOW") dated as of 26th April 2023 ("Effective Date") is made by Netaji Subhash Engineering College (Service Provider) and Accenture Solutions Pvt. Ltd ("You" or "Accenture" or "Client") pursuant to the Agreement dated 26th April 2023 and subsequent amendments

(the "Agreement"), between Netaji Subhash Engineering College (Campus) and Accenture

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the recruitment services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to Accenture.

1. Background

Accenture has been discussing with various Engineering Institutes across India to collaborate in building a pool of readily deployable Japanese language proficient graduates. Intent is to tap the talent from first year itself in a mutually agreed manner towards Japanese language journey; track the progress via certification outcomes every year, with N3 as the base achievement by 3rd year.

In this Memorandum of Understanding (MoU) with Netaji Subhash Engineering College (Campus), we aim to provide a holistic approach of Accenture collaboration with Netaji Subhash Engineering College (Campus) in building Japanese bilingual technologists with an early engagement with Netaji Subhash Engineering College (Campus) and its students. Details of collaboration approach, design and scope of the program, roles, responsibilities and expectations of individual entities and mutual acceptance criteria of the outcomes expected are detailed in Exhibit 1.

2. Deliverable

Accenture to leverage its internal Learning Knowledge Management (LKM) team to work on the design of the program and developing a plan on Japanese language training and certification achievement.

3. Acceptance Criteria

Below are key Acceptance criteria for this MoU:

- a) Mutually agreed Japanese proficiency building training plan (# of students, # of hours etc.)
- b) List of students nominated for the program (considering students undergoing 4 years of Undergraduate (UG) courses in any Engineering stream)



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c) Training achievement plan:

- a. End of year 1 of graduation– N5 trained.
- b. End of year 2 of graduation – N4 trained.
- c. End of year 3 of graduation – N3 trained.

d) Accenture and Netaji Subhash Engineering College (Campus) (LKM/ Contract team/ Campus) will periodically evaluate the success criteria and mutually agree on changes as necessitated.

4. Accenture Responsibility

- a) Work with Netaji Subhash Engineering College (Campus) and list out the detailed program plan and arriving at mutual agreement on design, scope, role, responsibilities, and acceptance criteria.
- b) Create customized curriculum in collaboration with Netaji Subhash Engineering College (Campus) for building Japanese language proficiency.
- c) Provide necessary support in assimilating students with the program (trainers, exam certification guidelines, timelines etc.)

5. Netaji Subhash Engineering College (Campus) Responsibility

- a) Provide necessary support in the detailed program plan and mutual agreement.
- b) Publicize the program with broader pool of students and encourage participation.
- c) Provide support to students in attending the training and completing certifications within stipulated time.
- d) Ensure there is a minimum batch size of students to begin with as agreed with Accenture Please refer Exhibit 1 for details.

6. Assumptions

- a) Students/ Campus to bear the cost of certification and training material
- b) Collaboration approach- Accenture Training conducted via appropriate collaboration tool.
- c) These sessions, training content, material shared and any other information provided during the trainings are Accenture proprietary and should not be recorded or distributed in any form or shape.

Please refer Exhibit 1 for details.



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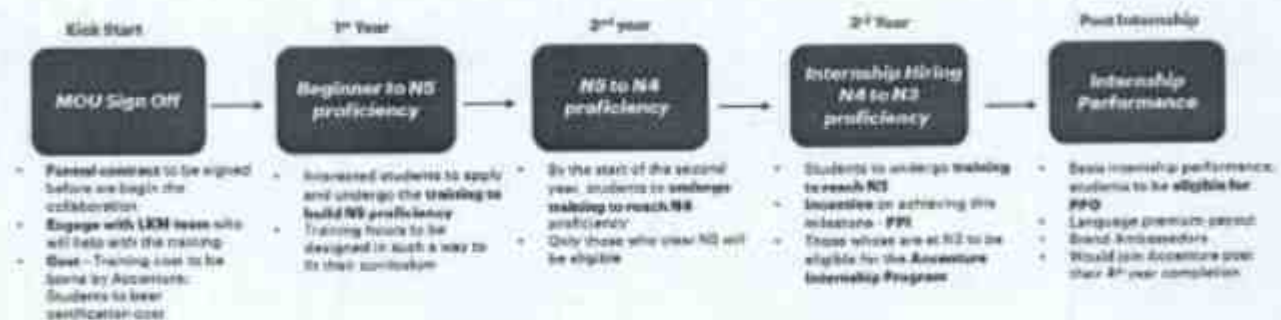
Exhibit I

This exhibit details Japanese language proficiency building plan, design and scope of the program, roles, responsibilities and expectations of individual entities and mutual acceptance criteria of the outcomes expected.

I. LANGUAGE PROFICIENCY BUILDING PLAN

Accenture and Campus would collaborate in finalizing below plan for building Japanese language proficiency.

Plan for 1st year students:



Plan for 2nd year students:



*If the 2nd year students starts undergoing N5 training in the beginning of 2nd year, the N4 training starts in 1st semester of 3rd year. N3 training will start in 2nd semester of 3rd year and apply over it the 3rd semester of 4th Year.

II. DESIGN AND SCOPE OF THE PROGRAM

This program covers UG students from all streams. Program will follow below broad steps:

- a) Seeking nominations from Year 1st & 2nd of all the streams.
- b) Create plan for N5, N4, N3 with timelines, number of students, duration, trainer etc.
- c) Logistics planning, online classes, tests etc.
- d) The training material would be hosted/shared on third-party vendor as we cannot give access to Accenture internal platform to them.

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Below table provides overview of expected hours of commitment and overall duration for getting certified at levels N5, N4 & N3.

Plan for 1st year students:

Level	N5	N4	N3
Duration	8 months	9 months	9 months
Start date	Apr'23	Jan'24	Nov'24
End date	Nov'23	Sept'24	July'25
Pure teaching	140	180	250
Exam prep	30	30	30
Self-study	100	120	320
Total hours	270 hours	330 hours	600 hours
Distribution	5 hrs./week	7.5 hrs./week	10 hrs./week
	M-F	M-F	M-F
	1 hr./day	1.5 hrs./day	2 hrs./day
Target Exam	Dec NAT 2023	Oct NAT 2024	Aug NAT 2025

Plan for 2nd year students:

Level	N5	N4	N3
Duration	8 months	7 months	9 months
Start date	Apr'23	Jan'24	Sept'24
End date	Nov'23	Jul'24	May'25
Pure teaching	140	180	250
Exam prep	30	30	30
Self-study	100	120	320
Total hours	270 hours	330 hours	600 hours
Distribution	7.5 hrs./week	10 hrs./week	10 hrs./week
	M-F	M-F	M-F
	1.5 hr./day	2 hrs./day	2 hrs./day
Target Exam	Dec NAT 2023	Aug NAT 2024	Jun NAT 2025

III. ROLE AND RESPONSIBILITIES

Entity	Role	Responsibilities	Allocation
Netaji Subhash Engineering College (Campus)	Batch size	To ensure a min batch size to enroll for the program	
	Students attending the program	Ensure students attend the training basis schedule	

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	Consistency & Encouragement	Encourage movement to the next level & continue training in the subsequent years	
Accenture	Certification Cost	Student/ Campus to bear the certification cost and books cost	
	Training	Provide the design and guidelines for training	
	Training cost	Accenture to bear the cost of trainers and platform	

IV. SUCCESS FACTORS

Description	Success Criteria
✓ Batch Size	• Min 100 per language/ per batch
✓ Active participation	• Registered participants- Participants to have min 80% & above attendance
✓ Certifications	• 80% students to clear respective external certification exams across each year

V. APPENDIX - CERTIFICATION DETAILS

Below sector briefs on Certification opportunities – JLPT/NAT



JLPT Exam schedule – July & Dec

NAT Exam Schedule – 6 times in a year (Feb, Apr, Jun, Aug, Oct, Dec)

Link for JLPT Test dates and Registration:



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Links for NAT Test Registration and Dates:

Chennai Test Center for Japanese Language NAT-TEST

Pune Test Center for Japanese Language NAT-TEST

New Delhi Test Center for Japanese Language NAT-TEST

N5 CERTIFICATION

Ability to understand basic

Japanese:

Reading: Can read and understand typical expressions and sentences written in hiragana, katakana, and basic kanji.

Number of Kanjis: 100 (approx)

Vocabulary: 800 (approx)

Listening: Can listen and comprehend conversations about topics regularly encountered in daily life and classroom situations, and can pick up necessary information from short conversations spoken slowly.

Duration: 250 hours

N4 CERTIFICATION

Ability to understand basic Japanese:

Reading: Can read and understand passages on familiar daily topics written in basic vocabulary and kanji.

Number of Kanjis: 300 (approx)

Vocabulary: 1500 (approx)

Listening: Can listen and comprehend conversations encountered in daily life and generally follow their contents, provided that they are spoken slowly.

Duration: 330 hours

N3 CERTIFICATION

The ability to understand Japanese used in everyday situations to a certain degree.

Reading: Can read and understand written materials with specific contents concerning everyday topics.

- Can grasp summary information such as newspaper headlines.
- In addition, can read slightly difficult writings encountered in everyday situations and understand the main points of the content if some alternative phrases are available to aid one's understanding.

Number of Kanjis: 650 (approx)

Vocabulary: 3700 (approx)



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Listening: Can listen and comprehend coherent conversations in everyday situations, spoken at near-natural speed, and is generally able to follow their contents as well as grasp the relationships among the people involved.

Duration: 600 hours

Accenture Business Point of contact:

Level	Name	Email ID
Level - 1	Prakhar Tripathi	prakhar.d.tripathi@accenture.com
Level - 2	Santosh Bhawar	santosh.bhawar@accenture.com

Accenture Procurement Point of contact:

Level	Name	Email ID
Level - 1	Prem Prakash	Prem.i.prakash@accenture.com
Level - 2	Deepak K Roy	deepak.k.roy@accenture.com
Level - 3	RL Narayana	narayana.r.l@accenture.com

Netaji Subhash Engineering College (Campus) point of contact:

Level	Name	Email ID
Level 1	Debashree Banerjee	cpctlg@technoindiagroup.com
Level 2	Arindam Roy	arindam.roy@tict.edu.in

SCHEDULE NO.2

DATA PRIVACY SCHEDULE

This data privacy schedule ("Data Privacy Schedule") is subject to the terms and conditions of the MOU. This Data Privacy Schedule shall be considered a Schedule to the MOU and shall be deemed part of the MOU. For the purposes of this Data Privacy Schedule, "Provider" shall mean Institute and its third-party providers/suppliers/agents and subcontractors. In the event of a conflict between the MOU and this Data Privacy Schedule, this Data Privacy Schedule shall prevail. Disclosing Party's failure to comply with any of the provisions of this Data Privacy Schedule shall be deemed a material breach of the MOU.

1. DEFINITIONS

"Data Privacy Laws" means all applicable laws, regulations and regulatory guidance in relation to the Processing or protection of Personal Data, as amended from time-to-time.

"Personal Data" means any information relating to, identifying, describing or reasonably capable of being associated with or linked (directly or indirectly) to, a natural person or household, and any other information regulated by Data Privacy Laws.

"Information Security Obligations" means commercially reasonable and appropriate physical, technical and organisational security measures, including those set forth in the MOU, along with its Schedules.

"Process" means any operation, or set of operations, which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. "Processes" and "Processing" shall be construed accordingly. Processing includes sub-Processing.

"Security Incident" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Personal Data.

2. SCOPE AND APPLICATION

This Data Privacy Schedule governs Accenture's Processing of Provider's Personal Data where (a) Accenture Processes Provider Personal Data for its own commercial purposes; and (b) Provider does not Process Personal Data for or on behalf of Accenture; and (c) Provider collects Personal Data directly from data subjects and/or also obtain Personal Data from social media providers and public, non-public sources other than the data subject (not directly from the applicable data subjects ("Source").

3. PROCESSING OF PERSONAL DATA

3.1. If, in the course of providing the services, (a) the Accenture (or any sub-contractor of Accenture) will Process Personal Data for its own commercial purposes, and (b) Provider will primarily obtain Personal Data from Source, Provider shall (and shall ensure that its sub-processors shall):

3.1.1. Process any Personal Data provided to Accenture only for the purposes contemplated by the MOU and for no other purposes (and in particular, not disclose those Personal Data except as necessary for those purposes). Provider shall not collect, retain, use, disclose, or otherwise Process Accenture Personal Data for any other purpose. Provider shall not sell Accenture Personal Data in any circumstances. Provider hereby certifies that it understands and complies with the restrictions in this Section 3.1.1 and will issue this certification to Accenture and/or client upon reasonable request by Accenture.

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3.1.2. comply with Data Privacy Laws and any other applicable laws, policies and procedures relating to data privacy;

3.1.3. the latest as of signing date, obtain legally valid (where necessary) and provide notice to the data subject(s) in accordance with Data Privacy Laws, to enable execution the MOU by Provider and Accenture and provide service by Accenture (and/or its sub-processors) internally or /and to clients; Provider shall obtain the necessary consent which particularly allow Accenture and its clients to process the Personal Data for the scope of the MOU;

3.1.4. ensure it does not cause Accenture, through any intentional act or omission, to be in breach of any Data Privacy Laws;

3.1.5. Provider is fully responsible for the compliance with applicable Data Privacy Laws and other law for collecting and processing Personal Data prior to providing it to Accenture;

3.1.6. not Process and retain Personal Data for longer than is necessary for the performance of the services and/or the fulfilment of its obligations under the MOU, or as required or permitted by applicable law, unless it is allowed to Process based on data subject(s) consent and in accordance with applicable laws;

3.1.7. ensure that the international transfer of Personal Data (including any Personal Data which originates from a member state of the European Economic Area (EEA)) complies with Data Privacy Laws, and shall enter into any additional agreement(s) and/or legally valid data transfer mechanism(s) required by Data Privacy Laws governing the access, Processing and international transfer of Personal Data. In this respect, Provider, hereby explicitly acknowledges that: (1) it has not purposefully created back doors or similar programming that could be used to access the system and/or personal data; (2) it has not purposefully created or changed its business processes in a manner that facilitates access to personal data or systems, and (3) that national law or government policy does not require Provider to create or maintain back doors or to facilitate access to personal data or systems or for Provider to be in possession or to hand over the encryption key;

3.1.8. fully assist and cooperate with Accenture and its clients in their compliance with applicable security incident laws. In particular, Provider shall: (i) notify Accenture in writing without undue delay, and in any event within forty-eight (48) hours, whenever a Security Incident has occurred; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the exposure, including cooperating with Accenture's investigation and remediation efforts, mitigating any damage, and developing and executing a plan, subject to Accenture's approval, that promptly reduces the likelihood of a recurrence of the Security Incident.

3.1.9. implement and maintain Information Security Obligations to protect Personal Data against a Security Incident, in particular in such a manner (i) to ensure a level of security appropriate to the risk to the Personal Data and (ii) to enable Accenture (or any sub-processor of Accenture) to fulfil obligations to respond to requests from data subjects exercising their rights under applicable Data Privacy Laws.

3.1.10. notify Accenture promptly if Provider (or a sub-processor of Provider) is required by law, court order, warrant, subpoena, or other legal process to disclose any Personal Data to any person other than Accenture or another sub-processor of Accenture expressly approved in writing by Accenture to receive such information, unless prohibited by applicable law from notifying Accenture. Unless prohibited by applicable law, Provider will (a) promptly notify Accenture prior to such disclosure; (b) cooperate with Accenture in the event that Accenture elects to legally contest such disclosure, ensure confidential treatment of such information, or otherwise attempt to avoid or limit such disclosure; and (c) limit such disclosure to the extent legally permissible;

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3.1.11. permit Accenture, or its duly authorized representatives, on reasonable prior notice, to inspect and/or audit the Provider's (and Provider's sub-processors') Processing activities that are relevant to the Processing of Personal Data, to verify that Provider's (and Provider's sub-processors') data processing activities related to Personal Data are in compliance with the MOU (including its Schedules), Accenture's written instructions and Data Privacy Laws. Provider shall allow for and contribute to audits and inspections conducted by Accenture.

3.2. If Accenture needs to provide information (including details of the services provided by Provider) to a competent supervisory authority (whether directly or indirectly via a Accenture client), Provider shall assist Accenture in providing such information.

3.3. Provider ensures that data protection principles, privacy by design are taken into account and implemented by default throughout the development and engineering process and that Provider has been done data privacy impact assessment (DPIA) of the service solution/platform that has been offered to Accenture.

3.4. Parties shall provide full cooperation and assistance in allowing the individual(s) to whom Personal Data relates (i) to have access to such Personal Data; and/or (ii) to ensure that such Personal data is deleted or corrected if such Personal Data is demonstrably incorrect. Parties shall ensure that a record is kept of any requests by individuals to have information corrected.

3.5. Provider shall (and shall ensure that its sub-processors) fully assist and cooperate with Accenture. If Accenture needs to provide information (including details of the services provided by Provider) to a competent supervisory authority (whether directly or indirectly via an Accenture client), Provider shall assist Accenture in providing such information, to the extent that such information is solely in the possession of the Provider or its sub-processors.

3.6. Provider shall notify Accenture immediately in writing of any investigation, litigation, arbitrated matter or other dispute relating to Provider's (or Provider's sub-processors') information security or privacy practices.

3.7. Provider shall engage a sub-processor with respect to Processing of Personal Data that ensures at least the same level of data protection and security measures as agreed with Accenture. Provider shall indemnify Accenture against any loss, liability, cost damage and expense incurred as a result of a breach by the Provider or its agents or sub-processors of this Data Privacy Schedule.

3.8. Provider represents and warrants that it will provide the services, ensuring that proper actions are acknowledged and acted upon, including sign specific agreement (Terms and Conditions)/ license for business use with the third parties that provide the personal data, obtain the necessary consent and send adequate notices to data subjects. Each party shall take reasonable steps to inform its staff, and any other person acting under its supervision, of the responsibilities of any Data Privacy Laws due to access to Personal Data, and ensure the reliability of its staff and any other person acting under its supervision who may come into contact with, or otherwise have access to and Process, such Personal Data.

3.9. Parties are responsible for maintaining a record of data subject requests and any other individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the data subject request or other requests for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The party that collected the Personal Data directly from the data subject, shall be responsible for handling any data subject request coming from such data subject and, where appropriate, to provide the data subject with the requested information. The parties shall provide reasonable assistance as is necessary to each other to enable them to comply with any data subject request and to respond to any other queries or complaints from data subjects.

4. DISCLOSING PARTY PERSONAL DATA

Accenture may receive Personal Data regarding Provider's employees, directors and other personnel, as part of maintaining its business relationships with Provider under the MOU. Personal Data may be obtained by Accenture indirectly through internal security systems or other means. Accenture is hereby permitted, and Provider hereby authorizes Accenture, to process such Personal Data for purposes related to the MOU and for relevant purposes under Accenture's global Data Privacy Policy (a copy of which will be made available by Accenture to Provider upon request) and the Accenture Privacy Statement at www.accenture.com/us-en/privacy-policy. For such purposes, Accenture may transfer such Personal Data to any country where Accenture's global organization and its clients and vendors operate. If required by Data Privacy Laws, Accenture and Provider agree to sign any additional agreement or amendment that may be required to allow transferring such Personal Data outside its jurisdiction of origin pursuant to such Data Privacy Laws.

5. CHANGES IN DATA PRIVACY LAWS

In the event of any changes in Data Privacy Laws applicable to Accenture Personal Data, that result in new requirements (including new physical, technical, organizational, security, or data privacy measures), Provider will reasonably cooperate with Accenture in designing a remedial response to implement such new requirements.



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SCHEDULE NO. 3 INFORMATION SECURITY SCHEDULE

This information security schedule, including any attachment hereto, ("Information Security Schedule") is subject to the terms and conditions of the Agreement. For the purposes of this Information Security Schedule, "Provider" shall mean Institute and its third-party providers/suppliers/agents and subcontractors. Terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this Information Security Schedule, this Information Security Schedule shall prevail.

1. INFORMATION SECURITY REQUIREMENTS

1.1 Where Provider knows, or reasonably suspects, an accidental or unauthorized loss, destruction, acquisition, disclosure, access, manipulation, use or other form of compromise of Accenture Data (a "Security Incident") has occurred, Provider will notify Accenture's point of contact in writing promptly, and in any event within forty-eight (48) hours, or as prescribed by laws/regulations, following such discovery and cooperate with Accenture in any breach investigation or remediation efforts. If Accenture notifies Provider of a security vulnerability or incident that is identified by Accenture or a third-party to Accenture, Provider will, in good faith, address the security vulnerability or incident as required in this Information Security Schedule and the Accenture Information Security Requirements (found at <https://www.accenture.com/us-en/about/legal/information-security-supplier-security-requirements>). For the purposes of this Information Security Schedule: (i) "Accenture Data" shall mean Buyer data or have the meaning set forth in the Agreement, or if no term is defined, then "Accenture Data" shall mean all information or data collected, stored, processed, received and/or generated by Provider in connection with providing the applicable Provider Services to Accenture and (ii) "Provider Services" shall mean the Technology and the Professional Services or have the meaning set forth in the Agreement and also includes any other services provided by the Provider under the Agreement, and shall include any software and equipment provided by Provider (including third party software and equipment) required to access the Provider Services or provide the Provider Services.

1.2 Provider represents and warrants that it shall implement appropriate technical and organizational security measures, based on current Industry Standards. "Industry Standards" means commercially reasonable security measures in all applicable equipment, software systems, services and platforms that Provider uses to access, process and/or store Accenture Data, that are designed to ensure the security, integrity, and confidentiality of Accenture Data, and to protect against any Security Incident(s) or any other unauthorized disclosure of Accenture Data, including those safeguards, practices and procedures prescribed in at least one of the following:

- (i) ISO / IEC 27000-series – see <https://www.iso.org/iso/iec-27001-information-security.html>; and/or
- (ii) COBIT 5 – <http://www.isaca.org/cobit/>; and/or
- (iii) Cyber Security Framework – see <http://www.nist.gov/cyberframework/>; and/or
- (iv) Secure Software Development Framework – see <https://csrc.nist.gov/publications/detail/sp/800-218/final>; and/or
- (v) Center for Internet Security Controls – see <https://www.cisecurity.org/>; and/or
- (vi) When credit card data is stored, access, viewed or processed: Payment Card Industry Data Security Standards ("PCI DSS") – see <http://www.pcisecuritystandards.org/>; and/or
- (vii) When "Protected Health Information" is stored, accessed, viewed, or processed: Health Insurance and Portability Accountability Act ("HIPAA"): <http://www.hhs.gov/hipaa/>



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Further, Provider represents and warrants it will comply with applicable laws and regulatory requirements to ensure that Accenture Data is not destroyed (except as expressly permitted under this Agreement), lost, altered corrupted or otherwise impacted such that it is not readily usable. Upon Accenture's request, Accenture Data shall be immediately provided or otherwise made accessible to Accenture by Provider, either, at Accenture's option, using the Provider Services or in an Industry Standard format specified by Accenture.

Provider also represents and warrants that it currently has, and shall maintain in effect, for the term of the Agreement and all Orders, the security methods, practices, and other related requirements stated in this Information Security Schedule as may be reasonably modified from time-to-time by Accenture upon notice to Provider.

1.3 Illicit Code. Except for the functions and features expressly disclosed in Provider's documentation provided or made available to Accenture, Provider represents and warrants that the Provider Services, deliverables, and software and equipment that process, store or transmit Accenture Data do not and will not knowingly contain any malicious code, including, but not limited to, viruses, malware, worms, malicious backdoors, date/time bombs, ransomware, spyware, rogue software, trojan horses or any disabling code.

1.4 Security of All Software Components. Provider agrees to appropriately inventory (aka, Software Bill of Materials) all software components (including, but not limited to, open-source software) used in the Provider Services, software, equipment and/or deliverables. Provider will assess whether any such software components have any security defects and/or vulnerabilities that could lead to a Security Incident. Provider shall perform such assessment and remediate identified security defects or vulnerabilities prior to delivery of, or providing access to, such software components to Accenture and on an on-going basis thereafter during the term of the Agreement and any Orders and Statements of Work under the Agreement. Provider further agrees not to disclose the existence of this Agreement, nor any Accenture Data or intellectual property of Accenture, in connection with any remediation efforts (including, for example, contribution of code to an open-source software project).

1.5 Source Code Protection. Provider shall protect source code from various security risks, including outsider and insider threats. Provider will implement a layered security approach such as, but not limited to a) defining a set of rules, requirements, and procedures for handling and protecting code, b) use source code security analysis tools, such as Static Application Security Testing (SAST), to detect security flaws and other issues during development, c) define who is allowed to access source code, codebase and source code repositories, d) encrypt confidential and sensitive data both in transit and at rest, e) implement network security solutions such as firewalls, Virtual Private Networks (VPN), anti-virus, and anti-malware software as basic protections, f) secure the endpoints or entry points of end-user devices with endpoint security software, and g) ensure that all concepts and inventions related to software are protected by copyright law and necessary patents.

1.6 Resiliency. During the term of the Agreement and all Orders and Statements of Work under the Agreement, Provider shall maintain a high availability ("HA") solution and related plan that is consistent with Industry Standards for the Provider Services being provided. The HA solution is required to have a highly available technical architecture across all the application tiers (e.g., Web, application, database, etc.) with nodes deployed across different physical data centers (e.g., across AWS Availability Zones) with no more than one (1) hour of recovery time and data loss. If an HA solution is not able to be deployed, Provider shall maintain a disaster recovery ("DR") solution and related plan that is consistent with Industry Standards for the Provider Services being provided. The



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DR solution will ensure identified critical capabilities are restored within a twenty-four (24)-hour period with no more than twelve (12) hours of data loss in the event of a declared disaster or major system outage. Provider will test the HA or DR solution and related plan at least twice annually or more frequently if test results indicate that critical systems were not capable of being recovered within the periods above. Provider will provide summary test results for each exercise which will include the actual recovery point (how much data lost, if any) and recovery times (time to bring back applications and/or the Provider Services, if not automated failover) achieved within the exercise. Provider will provide agreed upon action plans to promptly address and resolve any deficiencies, concerns, or issues that may prevent the critical functionality of the application and/or Provider Services from being recovered within twenty-four (24) hours in the event of a disaster or major system outage. Further, Provider will notify Accenture, in a timely manner, when Provider initiates Provider's business continuity plan.

2. SECURITY ASSESSMENT

2.1 Security Assessment. If Accenture reasonably determines, or in good faith believes, that Provider's security practices and procedures do not meet Provider's obligations pursuant to the Agreement or this Information Security Schedule, then Accenture may notify Provider of the deficiencies. Provider shall without unreasonable delay (i) correct such deficiencies at its own expense and (ii) permit Accenture, or its duly authorized representatives, on reasonable prior notice, to assess Provider's and Provider subcontractors' security-related activities that are relevant to the Agreement. Further, (A) Provider will complete, in a timely and accurate manner, an information security questionnaire provided by Accenture to Provider, on an annual basis or more frequently upon Accenture's request, in order to verify Provider's and its subcontractors' compliance its security-related obligations in the Agreement and (B), if the Provider is providing any managed infrastructure, cloud (e.g. IaaS), vulnerability or security services as part of the Provider Services to Accenture or its client, Provider agrees to undergo an assessment of such Provider Services and related deliverables and Provider will provide evidence that the agreed upon Provider Services are meeting the security requirements and/or specific Accenture client requirements for the Provider Services (each a "Security Assessment").

2.2 Security Issues and Remediation Plan. Security issues identified by Accenture during a Security Assessment will have an assigned risk rating and an a mutually agreed upon timeframe to remediate. Provider shall remediate all security issues identified within the agreed remediation timeframes and failure to comply will result in Accenture having the right to terminate this Agreement without the payment of any early termination fee and with the right to a refund of any prepaid amounts for the period of time after the effective date of such termination.

3. CONTROL AUDIT RIGHTS

SSAE18 SOC2 Reports

During each calendar year, Provider will provide, at Provider's cost, a SSAE18 SOC2 Type II report for identified locations and Provider Services, covering information security management implementation and operating effectiveness, that are used by Provider to develop software or deliver the Provider Services, conducted by an internationally recognized independent public accounting firm. The minimum scope of these reports will be the Trust Service Principles of Security (also known as the Common Criteria) and Availability. Provider will comply with future guidance relating to SSAE18 as issued by the AICPA, IAASB, the Securities and Exchange Commission or the Public Company Accounting Oversight Board.

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If Provider requests that Provider Services or the development of software, which in Accenture's reasonable opinion are required to be provided from a location covered by a SSAE18 SOC 2 report described above, be provided from a location not covered by a SSAE18 SOC2 report, the parties will address how to meet such requirement prior to the Provider Services being provided from such location.

Where the SSAE18 SOC2 Type II report is not available, Provider shall provide, if available and upon request, any recent copy of its annual audit report, covering information security management implementation and operating effectiveness of systems.

SSAE18 SOC1 Reports

During each calendar year, if available, Provider will provide, at Provider's cost, SSAE18 SOC1 reports for identified locations that are common Provider centers (i.e., service centers from which services are provided to multiple clients) conducted by an internationally recognized independent public accounting firm. The scope of these reports will be the common controls that support multiple clients served from Provider centers. The coverage period of such reviews will cover at least nine months of Customer's fiscal year and be made available to Accenture by September 30th of each year, or with a different coverage period and delivery date as mutually agreed to by both the Provider and Accenture. Provider will provide Accenture a representation letter (otherwise referred to as a "bridge letter") in relation to the time period which is not covered by the reports. Provider will comply with future guidance relating to SSAE18 as issued by the AICPA, IAASB, the Securities and Exchange Commission or the Public Company Accounting Oversight Board.

Other than in connection with the provision of Services pursuant to a Accenture-approved business continuity and / or disaster recovery assistance plan, if either party requests that Services, which in Provider's reasonable opinion are required to be provided from a location covered by an SSAE18 SOC1 report described above, be provided from a location not covered by an SSAE18 SOC1 report, the parties will address how to meet such requirement prior to the Services being provided from such location.

Customer, at its own expense, may audit Provider (either at Provider's facilities or that portion of Provider's center from which Services are provided to Customer). Provider will permit Customer, or its duly authorized representatives, on reasonable prior notice, to assess Provider's and its Provider agents' activities that are relevant to this section. If Customer requests a Customer specific SSAE18 SOC1 report, Provider will contract with an internationally or nationally recognized independent public accounting firm to perform the Customer specific audit. Customer will be responsible for all costs associated with the Customer specific audit. Customer will be able to set the scope which shall be reasonably related to the Services and those portions of the Provider locations from which Services will be provided to Customer, establish the control objectives, determine the frequency of such audit, and determine the reporting period.

SUPPLEMENTARY MEASURES. In addition, in accordance with regulatory guidance following the European Court of Justice "Schrems II" decision, Provider further commits to maintaining the following additional technical, organizational and legal/contractual measures with respect to Accenture Data, including personal data.

Technical Supplementary Measures:

Accenture Data in transit between Provider entities will be strongly encrypted with encryption that:

- a. is state of the art,



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- b. secures the confidentiality for the required time period,
- c. is implemented by properly maintained software,
- d. is robust and provides protection against active and passive attacks by public authorities, including crypto analysis, and
- e. does not contain back doors in hardware or software, unless otherwise agreed with the applicable Client.

Accenture Data at rest and stored by any Provider entities will be strongly encrypted with encryption that:

- a. is state of the art,
- b. secures the confidentiality for the required time period,
- c. is implemented by properly maintained software,
- d. is robust and provides protection against active and passive attacks by public authorities, including crypto analysis, and
- e. does not contain back doors in hardware or software, unless otherwise agreed with the applicable Client.



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SCHEDULE NO. 4

CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING DATED 26th Day of April 2023

To: Accenture Solutions Private Limited

- 1 In consideration of your disclosing to me (whether directly, through Institute or otherwise) certain information and materials which comprise valuable confidential, proprietary, copyrighted and/or trade secret information material proprietary to Accenture or its clients in connection with the fulfilment of Purpose by the Parties pursuant to MOU dated 26th Day of April 2023, I hereby agree and undertake:-

"Confidential Information" means information in oral and/or written form that (a) relates to past, present and future research, development, business activities, products, customers and services, and (b) has been identified, either orally or in writing, as confidential by Accenture or its client, or which a reasonable person would understand to be confidential.

- (a) to treat all Confidential Information provided to me, in the course of fulfilment of Purpose, as confidential, regardless of when it is disclosed or obtained by me and the form in which it is disclosed or obtained;
- (b) not to communicate or disclose any part of the Confidential Information to any third party;
- (c) to prevent the unauthorised disclosure or use of the same;
- (d) to immediately inform you and report to the Institute in writing any unauthorised disclosure or use of the Confidential Information of which I become aware;
- (e) not to reproduce in whole or part without your express written consent, any material containing the Confidential Information, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts (the "Materials");
- (f) to promptly deliver up to you, at your request, and in any event upon the fulfilment of the Purpose, all materials supplied by you incorporating any Confidential Information and all copies thereof and destroy or erase any Confidential Information contained in any materials prepared by myself, Institute [or your client] or recorded in any memory device.
- (g) only to disclose the Confidential Information to those of my fellow Participants who have prior to such disclosure entered into an agreement with you in the same form as this letter of agreement or in such other form as may be approved by you;
- (h) not to use the Confidential Information for any purpose other than for the fulfilment of Purpose or in any way which would be harmful to Accenture.

- 2 I further acknowledge that all materials incorporating the Confidential Information shall be and remain the property of Accenture. [Any copies of the materials shall become your property and shall include a notice stating that copyright and all other intellectual property rights of whatever nature in the materials are vested in Accenture].

3. The foregoing obligations of confidentiality shall not apply to any portion of the Confidential Information where I can satisfactorily document and demonstrate that the Confidential Information concerned (i) is or has become publicly known through no fault of myself or



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Institute or fellow Participants/Candidates, or (ii) is lawfully received from an independent third party without any restriction and without any obligation of confidentiality, (iii) is independently developed by me without access to or knowledge or use of the Confidential Information.

SIGNED: _____

PRINT NAME: Dr. Arindam Ray

TITLE: Director

DATE: _____



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