



Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

Innovation Lab with Accenture and D-Link Academy

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Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

MOU of Accenture



Registered Office :
Accenture Services Pvt. Ltd.
Plant-3, Godrej & Boyce Complex, LBS Marg
Vikhroli (W), Mumbai 400079, Maharashtra • India.
Tel : 022 6600 3000 • Fax : 022 2518 8286
accenture.com

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on the 18th day of June '13 by and between:

Accenture Services Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West) Mumbai-400079 ("Accenture")

AND
VES Institute of Technology (VESIT) having its registered office at Hashu Advani Memorial Complex (HAMC), Collector Colony, R C Marg, Chembur, Mumbai - 74. Mumbai (hereinafter referred to as "VESIT" which expression shall unless it be repugnant to the context thereof shall include its successors and permitted assigns)

For purposes of this MoU, Accenture and VESIT hereinafter may be referred to as "Party" or "Parties" as per the context;
Whereas:

Accenture is a leading global management consulting, technology services and outsourcing company having its operation in India since 1987.

VESIT is engaged, amongst others, in the field of education.

NOW, THEREFORE, in consideration of the promises and mutual MoUs herein, Accenture and VESIT agree as follows:

1. OBJECTIVE OF THE MoU

- 1.1. The objective of the MoU is to enter into an agreement with VESIT to provide Day 1 (Exclusive slot) in the category of IT/ITES to Accenture and to conduct Head Start Foundation Program (HSFP) at the college for every year's batch for the tenure of this MoU .
- 1.2. To Sponsor two technical events(PRAXIS event and one more technical event) at VESIT as Chief Sponsor(Exclusive) during the tenure of this MoU .
- 1.3. The computer infrastructure at VESIT be made available to Accenture for conduct of Off campus programme hires (OCP) HSFP, other training programmes (like Softskills) throughout the year as per the convenience of both the parties(in addition to summer and winter vacation period) .
- 1.4. Accenture will Recognize High Performers(RHP) students or similar programs where meritorious students are exempted from appearing in the aptitude test during the tenure of this MoU
- 1.5. No of offers on Day 1 by Accenture will 55% (Fifty Five percent of the Batch Size) for both BE & MCA during the tenure of this MoU.

The offers is subject to the number of students being eligible for Recognising High Performers (RHP) and others eligible students who go through the Accenture recruitment process.

Apart from the RHP students all other eligible students should successfully clear the Accenture recruitment process which would include aptitude test , the technical interview and personal interview .

2. SCOPE OF THE PROGRAM

- 2.1. The parties shall under this agreement work together in the event as mutually agreed by the parties attached as Annexure A to this MoU.

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3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

All right, title and interest (including without limitation, patents, copyright, trade secret, trademarks, service marks, trade name and design rights) shall vest with Accenture absolutely and Accenture shall exclusively own all the intellectual property rights. (Accenture Material). Accenture hereby grants VESIT a limited and non-exclusive license to use the intellectual property rights for the purpose agreed under this MoU and in no circumstance any of the Accenture Materials shall be shared or sublicensed to anyone without prior written consent of Accenture. This section 5 shall remain in effect and survive termination or expiration of this MoU.

4. TERM AND TERMINATION:

- 4.1. This MoU shall come into force on 1st July 2018 and will be valid for three years and is open to mutual revision and renewal as agreed by the parties in writing.
- 4.2. Parties shall have the right to terminate this MoU with or without cause with a thirty (30) days notice in writing. However, if a Party breaches or fails to perform any material obligation it has under this MoU and fails to remedy such breach or default within 30 (thirty) days of being required to do so by written notice from the other Party this MoU shall immediately terminate on the expiration of that notice, unless said notice specifies otherwise.

5. LIABILITY

Save and except as specifically agreed under this MoU, in no event shall either party be liable (whether in contract, tort (including negligence or otherwise) for any direct, indirect, consequential, incidental, punitive loss, damage or expenses (including but not limited to business interruption, lost business, or savings) even if it has been advised of their possible existence.

6. DATA PRIVACY

In connection with this Agreement, VESIT shall process Accenture personal data as agreed in Data Privacy Schedule attached as Annexure B to this MoU.

7. CONFIDENTIALITY

- 7.1. Each party hereto agrees with the other:
 - 7.1.1. to keep Confidential Information in strict confidence and secrecy;
 - 7.1.2. not to use the Confidential Information save for complying with its obligations under this Agreement;
 - 7.1.3. it shall treat this Agreement as confidential and shall keep as confidential any Confidential Information shared by Accenture and shall use the same degree of care in safeguarding the Confidential Information as it uses for its own Confidential Information of like importance, but no less than reasonable care;
- 7.2. not to disclose the same to a third party other than:
 - 7.2.1. the party's professional advisers who are under a similar duty to protect Confidential Information
 - 7.2.2. as required by law, including by a court of competent jurisdiction or governmental or regulatory authority, judicial or quasi judicial authority, provided, however, that in the event of a proposed disclosure pursuant to this Clause, the parties shall co-operate in good faith.
- 7.3. The restrictions contained in above clause shall apply both during the term and after the termination of this Agreement but shall cease to apply to information or knowledge which:

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- 7.3.1. has in its entirety become public knowledge otherwise than through any unauthorised disclosure or other breach of such restriction;
- 7.3.2. the other party has consented in writing to being disclosed;
- 7.3.3. is or has been independently developed by the other party without reference to or use of the Confidential Information.

8. MISCELLANEOUS:

- 8.1. **ENTIRE MoU:** This MoU along with the Annexure constitutes the entire understanding between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or MoUs between the parties.
- 8.2. **FORCE MAJEURE:** The parties to this MoU shall not be liable to each other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storm, fire, accident, strike, sabotage, explosion, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.
- 8.3. **AMENDMENT:** This MoU may be amended or modified only with the mutual written consent of the Parties.
- 8.4. **ASSIGNMENT:** Neither this MoU nor any right granted hereunder shall be assignable or otherwise transferable by either party.
- 8.5. **GOVERNING LAW AND JURISDICTION:** This MoU will be governed by and construed in accordance with the laws of India and shall be subjected to the jurisdiction of Courts in Bangalore.
- 8.6. **SEVERABILITY:** If any provision of this MoU is determined to be invalid, illegal or unenforceable by any governmental entity or Court, the remaining provisions of this MoU to the extent permitted by Law shall remain in full force and effect.
- 8.7. **DISPUTE RESOLUTION** In the event of a dispute, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.
- 8.8. **NOTICES:** Any notice or other communication required or permitted to be given by or pursuant to this Memorandum of Understanding shall be sufficiently given if in writing and delivered personally or sent by prepaid registered post or facsimile to the under-mentioned address:

In case of Accenture:

Attention:

Accenture Services Private Limited
Plant 3, Godrej & Boyce Complex, Vikhroli (W), Mumbai - 400079

In case of YESIT:

Attention:

Dr.(Mrs.) J.M. Nair
V.E.S. Institute of Technology, Hashu Advani Memorial Complex (HAMC),
495-497, Collectors Colony, Near Municipal School, Collector's colony,
Chembur, Mumbai - 74.

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8.9. **PUBLICITY:** Parties shall not publicise the existence of this MoU or disclose any of the terms of this MoU without prior written consent of the other party and only to the extent that consent is given as to the form and detail of such publicity or disclosure. **VESIT** shall not disclose and use Accenture's name, logo or any other Intellectual Property Rights of Accenture in any promotional materials or other communications with third parties without Accenture's prior written consent.

8.10. **CODE OF BUSINESS ETHICS:** Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. **VESIT** is expected 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 the Supplier Standards of Conduct can be found at accenture.com/SupplierStandardsOfConduct.

Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <https://businessethicsline.com/accenture>. You should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above mention.

For **Accenture Service Pvt. Ltd.**

For **VESIT**

Signature:

Signature:

Name: Mr. Hormuzd Madan

Name: Dr. (Mrs.) J.M. Nair

Designation: Managing Director, Business Operations
Accenture Delivery Centers for Technology in India

Designation:

Principal
V.E.S. Institute of Technology
Dhishu Advani Memorial Complex,
Collector Colony, Chembur,
Mumbai-400 074. INDIA.

Date:



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ANNEXURE A DETAILS OF PROGRAM

1. SCOPE OF THE PROGRAM

- 1.1. The objective of the MoU is to enter into an agreement with VESIT to provide Day 1 (Exclusive slot) in the category of IT/ITES to Accenture and to conduct Head Start Foundation Program (HSFP) at the college for every year's batch for the tenure of this MoU.
- 1.2. To Sponsor PRAXIS event at VESIT as Chief Sponsor during the tenure of this MoU.
- 1.3. The computer infrastructure at VESIT be made available to Accenture for conduct of Off campus program hires (OCP) HSFP, other training programmes (like Softskills) throughout the year as per the convenience of both the parties (in addition to summer and winter vacation period).
- 1.4. Accenture will Recognize High Performers (RHP) students or similar programs where meritorious students are exempted from appearing in the aptitude test during the tenure of this MoU.
- 1.5. No. of offers on Day 1 by Accenture will 55% (Fifty Five percent of the Batch Size) for both BE & MCA during the tenure of this MoU.

The offer is subject to the number of students being eligible for Recognising High Performers (RHP) and others eligible students who go through the Accenture recruitment process. Apart from the RHP students all other eligible students should successfully clear the Accenture recruitment process which would include aptitude test, the technical interview and personal interview.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1. Responsibilities of VESIT

- 1.1.1. To provide Day 1 exclusive recruitment slot in the category of IT/ITES to Accenture for the tenure of this MoU.
- 1.1.2. To co-ordinate HSFP at college premises on mutually agreeable dates for every year's pass-out batch for the tenure of this MoU.
- 1.1.3. To co-ordinate other campus events as per mutual agreement.
- 1.1.4. The computer infrastructure be made available to Accenture for conduct of Off campus hires (OCP) HSFP, other training programmes (like Softskills) throughout the year (in addition to summer and winter vacation period).

2.2. Responsibilities of Accenture

- 2.2.1. To give earliest joining to the batch of VESIT candidates.
- 2.2.2. To provide support to conduct HSFP, OCP (HSFP), other training programmes (Softskills) at the college premises.
- 2.2.3. To co-ordinate for other mutually agreed campus events.

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ANNEXURE B Data privacy schedule

DATA PRIVACY SCHEDULE

This Data Privacy Schedule (DPS), dated _____, is subject to the terms and conditions of the [Master Services Agreement (MSA)] dated _____ between YESIT ("Service Provider") and Accenture Services Private Limited ("Accenture") [and the terms of the Non Disclosure Agreement. This DPS shall be considered a Schedule under the [MSA / SOW] and shall be deemed part of the Agreement. Terms not defined herein shall have the meaning set forth in the Agreement. In the event of a conflict between the Agreement and this DPS, this DPS shall prevail. Service Provider's failure to comply with any of the provisions of this DPS shall be deemed a material breach of the Agreement.

1. DEFINITIONS

"Accenture Personal Data" means Personal Data owned, licensed, or otherwise controlled by Accenture (including data maintained by Accenture on behalf of an Accenture Client), but does not include Personal Data relating to Accenture personnel that is obtained by Service Provider in the ordinary course of maintaining its business relationship with Accenture;

"Data Privacy Laws" means all applicable laws, regulations and regulatory guidance in relation to the Processing or protection of Personal Data;

"Information Security Breach" means any known or reasonably suspected loss, or unauthorised acquisition, disclosure, use or other form of compromise to Accenture Personal Data;

"Personal Data" means any information relating to an identified or identifiable natural person

"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.

2. SCOPE AND APPLICATION OF THE CLAUSES

This DPS governs Service Provider's custody or Processing of Accenture Personal Data.

3. GENERAL PROVISIONS

3.1. Compliance with Data Privacy Laws

Service Provider shall, and shall ensure that its sub-contractors shall, comply with all applicable Data Privacy Laws in relation to its (if any) access to and Processing of Accenture Personal Data.

3.2. Compliance with Security Breach Laws

Service Provider shall, and shall ensure that its sub-contractors shall, comply with its obligations under relevant security breach laws where they may be applicable

3.3. Limited retention of Accenture Personal Data

Service Provider shall not, and shall ensure that its sub-contractors do not, retain any Accenture Personal Data for longer than is necessary for the performance of the Services or as required or permitted by applicable law. Service Provider shall, and shall ensure that its sub-contractors shall, securely dispose of all Accenture Personal Data that are no longer necessary for the performance of the Agreement or as required or permitted by applicable law.

3.4. Information Security Breach

Where Service Provider knows or reasonably suspects that an Information Security Breach has affected Accenture Personal Data or Personal Data owned by an Accenture client, Service Provider shall promptly notify Accenture (in any case within the later of 24 hours or one (1) business day following such discovery) and cooperate with Accenture in any post-breach investigation or remediation efforts.



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3.5. Remedies

Service Provider agrees that, in the event of a breach of this DPS, neither Accenture nor any relevant Accenture client will have an adequate remedy in damages and therefore either Accenture or an affected Accenture client shall be entitled to seek injunctive or equitable relief to immediately cease or prevent the use or disclosure of Accenture Personal Data not contemplated by the Agreement and to enforce the terms of this DPS or ensure compliance with any Data Privacy Law.

Service Provider shall indemnify each member of the Accenture Group against each loss, liability, cost damage and expense incurred as a result of a breach by the Service Provider of this DPS.

4. SERVICE PROVIDER PROCESSING PERSONAL DATA ON BEHALF OF ACCENTURE

4.1. If, in the course of providing the services, Service Provider (or any sub-contractor of Service Provider) Processes Accenture Personal Data as part of a Processing function delegated to Service Provider by Accenture, Supplier shall (and shall ensure that its sub-contractor shall):

- 4.1.1. not, by any intentional act or omission, put Accenture in breach of any Data Privacy Law;
- 4.1.2. Process and disclose those Accenture Personal Data only on the written instructions of Accenture, and then only to the extent reasonably necessary for the performance of the Agreement;
- 4.1.3. implement and maintain commercially reasonable and appropriate physical, technical and organisational security measures to protect those Accenture Personal Data against accidental or unlawful destruction; accidental loss, alteration, unauthorized disclosure or access; all other unlawful forms of Processing; and any Information Security Breach;
- 4.1.4. For the purpose of this clause 6.1.4, the term "**Highly Confidential Personal Data**" shall mean Accenture Personal Data comprised of an individual's financial account number, social security number, driver's license number or other government-issued identification number, financial account password or PIN, mother's maiden name, biometric or health data, answers to security questions, or other Personal Data that allows access to financial accounts or that can be used to facilitate identity theft.

To the extent that Service Provider Processes Highly Confidential Personal Data, the security measures referred to in clause 6.1.3 shall include, at a minimum, a implementation of a written information security program that is appropriate to the nature and scope of Service Provider's (or its sub-contractor's) activities and services, and as reasonably requested by Accenture designed, maintained, and updated, as necessary, to reasonably address known risks to Accenture personal Data, (b) routine risk assessments to Service Provider's (or its subcontractor's) information security program, (c) regular testing and monitoring to ensure the effectiveness of the information security program's key controls, systems, and procedures, and (d) encryption of Highly Confidential Personal Data during transmission (whether sent by e-mail, fax, or otherwise), and storage (including when stored on mobile devices, such as a portable computer, flash drive, PDA, or cellular telephone). If encryption is not feasible for mobile devices, Service Provider shall ensure that no Highly Confidential Personal Data are stored on any mobile devices used as part of providing the Services. Further, all Highly Confidential Personal Data stored on electronic databases, servers, or other forms of non-mobile devices shall be protected against all reasonably anticipated forms of compromise, whether by use of encryption, logical access controls, or other robust safeguards;

- 4.1.5. take reasonable steps to 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, those Accenture Personal Data; and ensure that such personnel are aware of their responsibilities under this DPS and any applicable Data Privacy Law;
- 4.1.6. notify Accenture promptly if Service Provider or a sub-contractor is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any Accenture Personal Data to any person other than Accenture, the relevant Accenture client, or an Accenture sub-contractor expressly approved by Accenture or the relevant Accenture client to receive such information, unless prohibited by law from disclosing such information to Accenture;

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- 4.1.7. make all reasonable efforts to ensure that those Accenture Personal Data are accurate and up to date at all times while in its custody or under its control, to the extent Service Provider has the ability to do so;
 - 4.1.8. provide full cooperation and assistance to Accenture in allowing the persons to whom those Accenture Personal Data relate to have access to those data and/or to ensure that those data are deleted or corrected if they are demonstrably incorrect (or, if Accenture or Accenture's client does not agree that they are incorrect, to have recorded the fact that the relevant person considers the data to be incorrect);
 - 4.1.9. provide Accenture with such information as Accenture may reasonably require from time to time to demonstrate Service Provider's or the sub-contractor's compliance with this DPS and the data security requirements of applicable Data Privacy Law;
 - 4.1.10. permit Accenture, or its duly authorized representatives, on reasonable prior notice, to inspect and/or audit the Service Provider's and its sub-contractors' processing activities that are relevant to the Processing of Accenture Personal Data, and/or timely and accurately complete an information security questionnaire provided by Accenture to Service Provider, in connection with the Agreement to verify that Service Provider's and its sub-contractors' information processing activities related to Accenture Personal Data are carried out in compliance with the Agreement and the Data Privacy Laws.
- 4.2. Service Provider shall take, and shall instruct its sub-contractors (if any) to take, such steps in the Processing of Accenture Personal Data on behalf of Accenture or a client of Accenture as are communicated by Accenture to Service Provider as being reasonably necessary for the performance of the Agreement and consistent with applicable Data Privacy Law. Instructions given by Service Provider to any sub-contractor must be within the scope and in furtherance of instructions provided by Accenture to Service Provider.
 - 4.3. Service Provider shall, and shall ensure that its sub-contractors (if any) shall, assist Accenture if Accenture needs to provide information (including details of the services provided by Service Provider) to a competent supervisory authority, whether directly or indirectly via an Accenture client, to the extent that such information is solely in the possession of the Service Provider or its subcontractors.
 - 4.4. Service Provider shall immediately notify Accenture in writing of any investigation, litigation, arbitrated matter or other dispute relating to Service Provider's or its sub-contractors' information security or privacy practices

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MOU of Capgemini



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
SEZ, IT3/IT4, Airoli Knowledge Park,
Thane Belapur Road, Airoli,
Navi Mumbai - 400708, Maharashtra, India.
Tel: + 91 22 7144 4283 | Fax: + 91 22 7141 2121
www.capgemini.com/in-en

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 17th July 2018 by and between:

Capgemini Technology Services India Limited, a company incorporated under the Companies Act, 1956 with its office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi, Pune - 411057 Maharashtra (hereinafter referred to as "**CAPGEMINI**" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

Vivekanand Education Society's Institute of Technology (VESIT), located at Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai 400074, hereinafter referred to as the "**Institution**" which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

CAPGEMINI and The Institution are also referred to as the "**Parties**" in the collective and as the "**Party**" in the singular.

1. This MOU between CAPGEMINI and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent ("Collaboration"). The Collaboration hereunder shall commence on _____ and will be valid for 2 years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity: (Refer Annexure I)
2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. Institution agrees to unconditionally grant CAPGEMINI a preferential status for recruiting its students from the campus.





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5. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
6. Neither party shall:
 - a) Infringe the intellectual property belonging to the other party
 - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
 - c) Be or represent itself as a representative of the other
 - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.

7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

Both Parties agree and confirm that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assume full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agree that it shall be liable for all such actions as though those actions were the actions of the other.

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.



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Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

8. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU.
9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable CAPGEMINI policies when working on CAPGEMINI premises with regard to Collaboration. The Institution agrees to keep CAPGEMINI fully indemnified against any unlawful activity or breach of instructions from CAPGEMINI by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.
11. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.
12. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

[Handwritten Signature]

[Handwritten Initials]





Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

Accepted for and on behalf of **Capgemini
Technology Services India Limited**

Accepted for and on behalf of **Vivekanand
Education Society's Institute of Technology
(VESIT)**

Signed: *K. Jagadeesh*
Name: KUNDESH JAGADEESH
Position: VICE PRESIDENT
Date: 30 Aug 2018

Signed: *Jayshree*
Name: Dr. (Mrs). J. M. Nair
Position: Principal
Date: 30 Aug 2018



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Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

Annexure I

Commitments from Capgemini:

- Deliver minimum of 2 guest lectures on leading technologies or mutually agreed topics subject to expert's availability
- Orient Faculty members to new technologies through Two day faculty development program once in a year
- Conduct workshop to make students embrace new technologies or methodologies
- Provide project ideas and remotely mentor students (max 10) to execute projects in College Campus
- Provide opportunity for College Students and Faculties to participate in Capgemini's TechFiesta
- Explore possibility of providing Booth Space at Mumbai TechFiesta to showcase VESIT's Best Project
- Conduct awareness sessions and optionally run mock tests to help students prepare for placement
- Capgemini Tour for Final Selects (max 30) and Happy Hour for Final Selects (Connect with Senior Leaders, HR)
- Mentor sessions for the Final Year College Project
- Capgemini to provide pre joining learning opportunities (eg ADAPT) to Campus selects
- Review the course curriculum provided by college and recommend revisions to be aligned with Industry needs
- Reward **Best Student** of the College from Circuit branches
- Capgemini to provide Exhibition/Project Expo Panelists (min 2)

Expectations from VESIT

- Closely work with Capgemini Relationship Sponsor to agree on Engagement Charter
- Agree on dates, topics, time slots for Guest Lecture, FDPs and other activities
- Encourage Students to actively participate in all engagement activities
- Invite Capgemini representatives to participate in College's TechFest
- Include Capgemini representatives on the Advisory board/Committee to give inputs on Curriculum
- Support during Campus drives and provide preferential hiring slot to have access to 90% of campus pool
- Provide extensive support to launch new initiatives (such as ADAPT)

[Handwritten Signature]



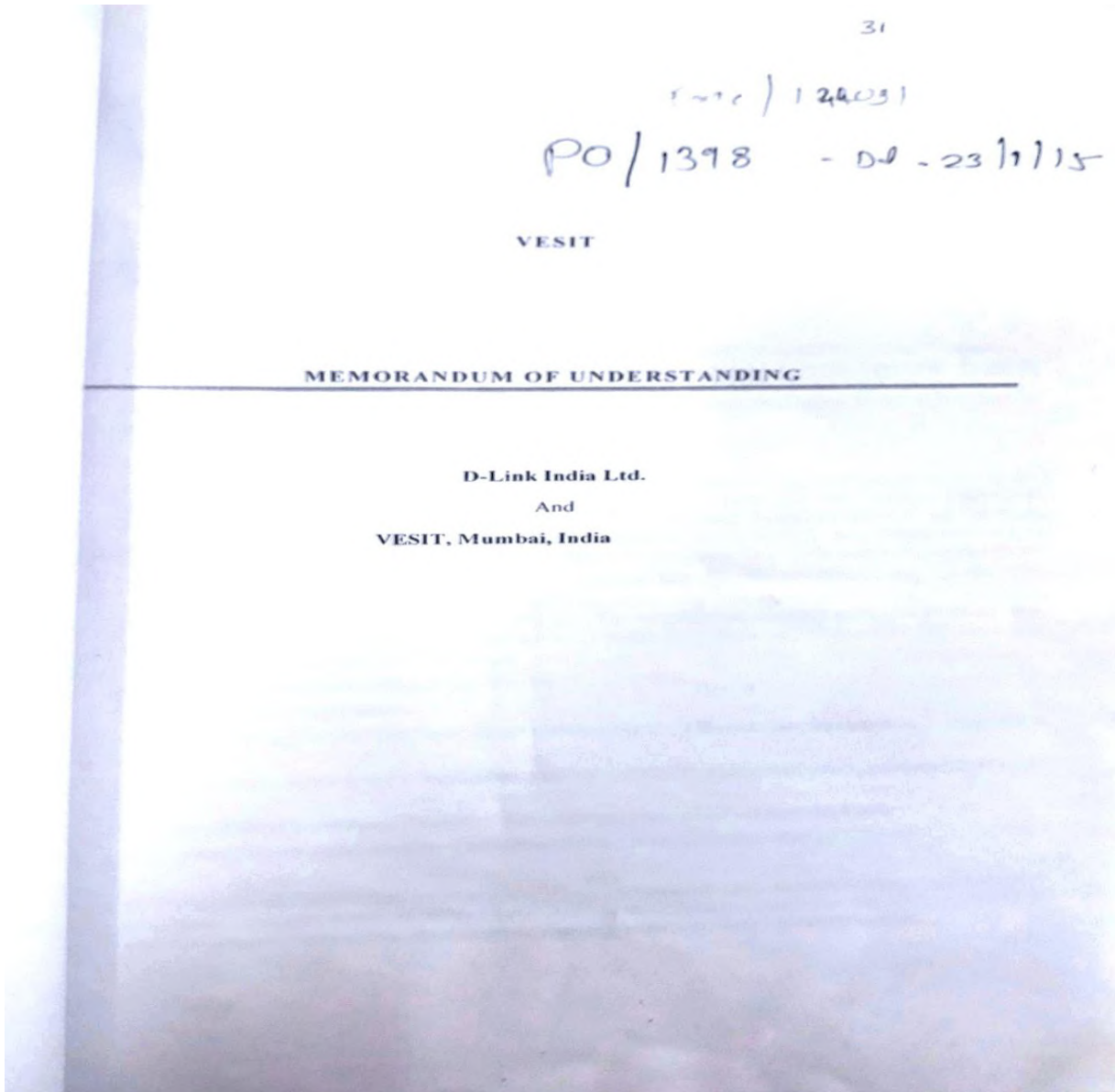
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Vivekanand Education Society's Institute of Technology

(Affiliated to University of Mumbai, Approved by AICTE & Recognized by Govt. of Maharashtra)

MOU of D-Link India Ltd





Vivekanand Education Society's Institute of Technology

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed by and between D-Link (India) Limited, a Company, a Public Limited Company incorporated under the Companies Act 1956 and duly represented by its Chief Executive Officer, **Mr. Tushar Sighat**, and having its principal office at Kalpataru Square, 2nd Floor, Unit No. 24, Kondivita Lane, Off Andheri- Kurla Road, Mumbai - 400072, India (hereinafter referred to as "D-Link")

And

Vivekanand Education Society's Institute of Technology, Hashu Advani Memorial Complex, Vivekanand Education Society's Institute Of Technology, Collector colony, Chembur, Mumbai - 400074, India Represented by **Dr. Mrs Nair-Principal** and **Authorised Signatory**, (Hereinafter referred to as "Educational Institution") as follows (hereinafter referred to respectively as "Party" and jointly as the "Parties"):

1. The subject of the agreement:

D-Link, a public limited company pioneered in the field of Networking Technology in the country and engaged in the business of Trading of IT Networking products. D-Link and Educational Institution see a synergy in their objectives and agree to have collaboration in imparting Education programme in IT networking space. In order to achieve this, Educational Institution agrees to set up certification course in Networking Technology by utilizing D-Link's services, expertise and networking infrastructure.

D-Link intends to provide **Educational Institution (EI)** to open a training centre in IT Networking and to provide Technical specialists of D-Link. The educational programme is on the basis non-profit and commercial educational activities. D-Link will issue certificates to the successful candidates after completion of training.

2. Duties and responsibilities of the Parties.

2.1. Educational Institution.

2.1.1. To start up the D-Link authorized training centre, **Educational Institution** is required to have:

☐☐☐ Availability of the annual work plan, curriculum and teaching materials recommended by **D-Link**;

☐☐☐ Availability of teachers/ Trainers / Technical persons certified from **D-Link**;

☐☐☐ Availability of equipment recommended for the training of certified specialists.

2.1.2 Educational institution shall not copy and change the any literature document provided to them by D-Link; however as per local need and student requirement can be considered as valuable suggestion to revise the literature and documents provided for the courses.



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2.1.3. Teachers of **Educational Institution** participating in the D-Link educational program are required every two years to renew their certificates in the regional representative office or any authorized training centre. When the certification exams are held in the academic centre of D-Link, the examination committee shall include representatives of **D-Link**.

2.1.4. **Educational Institution** shall provide proper infrastructure i.e. training lab space and lecturing space. EI shall provide a Class Room with minimum sitting capacity of 20 students, equipped with Proper Infrastructure to host 24" Rack with Power supply Point, AC, minimum 4 PC/Laptop.

2.1.5. **Educational Institution** shall have a training schedule prepared along with fixed exam timetable over an evenly time break for each group of trainee.

2.1.6. **Educational Institution** must send at least two professional engineers for Train the Trainer (TTT) program, preferably of training background in IT.

2.1.7 **Educational Institution** shall provide D-Link with the list of course participants.

2.2 D-Link.

2.2.1. **D-Link** shall provide assistance in training teachers in deputed by Educational institutions as and when required.

2.2.2. **D-Link** shall carry out periodic inspection of the training centre and quality control of training. ✓

2.2.3. **D-Link** specialist shall provide consultation to teachers in training centres on the technological features of the equipment and its configuration.

2.2.4. Subject to all the above conditions, **D-Link** shall issue a certificate recognizing **Educational Institution** as Authorized "D-Link Academy Partner" having an authorized training centre. **D-Link** reserves the right to issue the registered certificate of **D-Link**. The period of validity of the certificate shall be for two (2) years.

2.2.5. **D-Link** shall provide the lab equipment with Special education discount with limited life time warranty; however, the equipment will be used only for the training and practicing purpose. Notwithstanding the foregoing, **D-Link** has the right to demonstrate and show the equipment whenever requested by its customers at **Educational Institution** premises, provided that prior scheduling for such demonstration is arranged between **D-Link** and **Educational Institution**, and a written note is sent by **D-Link**.

2.2.6. **D-Link** shall review the lab equipment and training material content periodically. If any changes are needed as per technology updates and based on market feedback, **D-Link** shall notify the **Educational Institution** and charge upon approval.

2.2.7. The lab equipment set up charges and course material charges shall be paid to D-Link. The examinations and training course conducted by **Educational Institution** and charged at its own discretion- charge per student per exam to be paid along with student kit purchase.

2.2.8. The service taxes and other applicable taxes on imparting the training and conduct courses shall be borne by the respective parties as per the applicable tax laws.



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3. Terms and conditions.

3.1 None of the Parties during the term of this Agreement shall, without the prior consent of the other Party, disclose to third parties any confidential information, as well as information regarding the interests of the other Party, which became known due to the performance of this Agreement, or use the information for purposes not agreed upon in writing by the other Party.

3.2 The Parties by mutual agreement may make amendment and/or rectification to this Agreement. The changes that are made in writing to this Agreement and duly signed by both the Parties constitute an integral part of this Agreement.

3.3 Terms of this Agreement, either directly or indirectly, shall not give rights to the Parties of any other obligations that are not explicitly specified in this Agreement.

3.4 Any training documents including training material, brochures, datasheets and other D-Link Academy related documents cannot be duplicated /copied without prior approvals.

3.5 "The D-Link Academy", D-Link logo and all D-Link literatures are registered trademark and D-Link is officially own these titles.

3.6 This Agreement is effective for One (1) year from the date of the last executing signature by the Parties hereto as shown below and be automatically extended for a further year if neither Party makes a written declaration of its intention to terminate this Agreement (no later than thirty (30) calendar days before the estimated date of termination). Notwithstanding the foregoing, D-Link may terminate this Agreement with sixty (60) day prior notice.

3.7 This Agreement is made in two copies and one for each Party. Each copy of this Agreement shall have equal legal force.

4. Commercial:

For commissioning D-Link Academy training programs, Initial cost of lab equipment and setup is involved. The **Educational Institution** and **D-Link** is going to bear the commissioning investment jointly keeping long term goal in training standard and industry oriented technical education in mind.

*In case agreement-terminated by either party
within ^{1 year} 2 years, then equipment cost should be re-aid
to - VES.*



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4.1. Commissioning Investment for One Lab /Module Certification (Choose Any Module)

4.1.1. Total Commissioning Investment for D-Link Academy at VESIT, Mumbai, India.

Sr No's	Module	Course	Price (Rs.)	Total Cost of Lab (Rs.)
✓ 1	Switching	DCS-Switching	5,60,000	7,60,000
		DCT (Train The Trainer)	2,00,000	7,60,000
2	Wireless	DCS-Wireless	5,60,000	7,60,000
		DCT (Train The Trainer)	2,00,000	7,60,000
3	Surveillance	DCS-Surveillance	5,60,000	7,60,000
		DCT (Train The Trainer)	2,00,000	7,60,000
4	Security	DCS-Security	5,60,000	7,60,000
		DCT (Train The Trainer)	2,00,000	7,60,000
5	Storage	DCS-Storage	5,60,000	7,60,000
		DCT (Train The Trainer)	2,00,000	7,60,000

*Above Price is all Inclusive Price along with Delivery/Installation.

4.1.2. VESIT and D-Link will explore min 200 students for Global Certification/Module/Year either within and students from outside Campus or working Professional..

4.1.3 VESIT will also provide lab facility to host Rack preferably 6 U Rack to host each Modules for D-Link Equipment and Faculty to run TTT to run Training Program. D-Link Academy request multiple Teacher to attend TTT and become DCT to run the program in their campus.

Stop
20/11/21

Stop
21/11



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4.2. Course fees and student training kit:

D-Link recommends following fee structure for the training program

Sr.	Fees description	Fees (Rupees)	Remarks
	Course Fees/Module	Rs.5000	This fee for the complete course collected by the institute and 70% will be given to VESIT & 30% to D-Link (India) Ltd.
	Student training Kit/Module	Rs.1250	Payment to D-Link.
	Exam Fees/Module	Rs.2500	On-Line exams are registered and to be appeared on D-Link expertise portal and payment to D-link.
	Total Student fees /Module	Rs.8750	

*Payment: In favour of VESIT + Service Taxes additional and it has to be released to D-Link along with Student's registration Form..

*Course Timing is mentioned on Students registration Form.

4.2.1. **Educational institution** has right to increase or decrease the course fees.

4.2.2. **Educational institution** shall buy the Student kits from D-Link or D-Link authorized sales channels, it is mandatory to have student kit with every participant of the course, Exam Voucher is part of Student Kit.

4.2.3. **D-Link** recommends minimum 20 students in a batch and 12 batches per year.

4.2.4. **Educational Institution** shall impart 28 hours of training to the student based on availability of time without affecting their regular curriculum or shall be included in Educational institution's semester elective.

5. 5.1 The functioning of object of this MoU has to be jointly deliberated at the end of one year for introducing any changes in its operations.



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- 5.2 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, 'without prior approval. No Party shall acquire any right in' the other Party Intellectual Property pertaining to any information disclosed by the Party pursuant to this MoU and any Intellectual Property so disclosed shall be owned, controlled and remain vested in the party disclosing such Intellectual Property. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.
- 5.3 D-Link shall not be held responsible for any eventual inability to provide facilities due to force-majeure reasons or due to circumstances beyond the control of D-Link.
- 5.4 Where the above articles of understanding are silent, or for special cases of deviation from these articles, the mutually agreed upon decision between D-Link and Educational Institution will be final. However, in case of any dispute relating to or arising out of this MOU, shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference for more than 2 months shall be referred to the arbitration of sole Arbitrator to be mutually appointed by D-Link and VESIT. The Arbitration Act of 1940 (10 of 1940) and Rules framed thereunder, as amended from time to time, shall be applicable to such arbitration proceedings under this clause. The venue of all the arbitration proceedings shall be Mumbai.
6. Attachments to the MoU:
1. DCS switching/DCS-Wireless/DCS-Surveillance.
 2. D-Link Profile

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date and year set forth as below.

D-Link India Limited Ltd

Vivekanand Education Society's Institute of Technology

(Signature)

(Signature)

(Mr. Tushar Sighat)

Dr. (Mrs.) J M Nair

(Chief Executive Officer)

(Principal)

Joydip

(Date: _____)

(Date: _____)

Witness and Third Party to MOU:

Mr. Parag Kasture, COO

SyncRoute Infranet Pvt. Ltd. G-3, Black Diamond CHS,

Khar Danda Road, Khar (W), Mumbai - 400 052





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