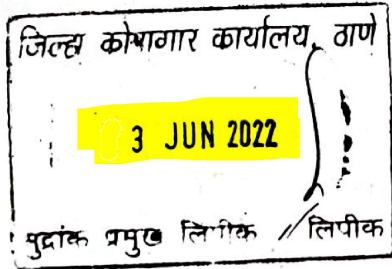




महाराष्ट्र MAHARASHTRA

2022

11AA 935250



Memorandum of Understanding

This AGREEMENT is made and entered into on 5th June 2022 date, (hereinafter called the "Effective Date")


BETWEEN

Rayat Shikhsan Sanstha's Karmaveer Bhaurao Patil College Vasai [Autonomous] having its office at Sector 15 A Vasai, Navi Mumbai 400703, Maharashtra, India; through its authorized representative Prof. Shubhada Nayak, I/C Principal Karmaveer Bhaurao Patil College, Vasai (hereinafter referred to as KBP College)

AND

TRASCENDER SERVICES PRIVATE LIMITED, a Company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at, 64, Emp Moon, Thakur Village, Kandivali (East), Mumbai – 400101 under operating brand iTransform (hereinafter referred to as "KNOWLEDGE PARTNER") which

जाडपत्र-2/ Annexure-1.

१. मुद्राक विक्री नोंदवही अनु. क्रमांक/दिनांक	५९३२५
२. दस्ताचा प्रकार	
३. दस्त नोंदणी करणार आहेत का ?	होय/नाही
४. मिळकतीचे सोडवयात वर्णन	
५. मुद्राक विकत घेणाऱ्याचे नांव व सही	
६. हस्त अस्तत्वास त्यांचे नाव, पत्ता व सही	
७. दुसऱ्या पक्षकारांचे नाव	
८. मुद्राक शुल्क रक्कम	
९. परवानाधारक मुद्राक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्राक विक्रेत्याची ठिकाण/पत्ता	 <p>निलेश सी. भोजने परवाना क्र.१२०१०२३ सी-२/४/०:१, विक्टोरिया वाशी, नवी मुंबई-४००००३.</p>

4 JUN 2022

4 JUN 2022

ज्या कारणासाठी ज्यांनी मुद्राक खरेदी केला त्यांनी त्याच कारणासाठी मदाक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

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About

Rayat Shikshan Sanstha's Karmaveer Bhaurao Patil College (KBP College) has been established in 1979 and is affiliated to the University of Mumbai. In May 2018, the University Grants Commission and University of Mumbai conferred the **Autonomous** status to the college. The college imparts quality education in Arts, Science and Commerce streams by conducting programs at UG, PG and Doctoral level. Since its' inception, the college has been galloping towards quality enhancement in academics, augmentation of infrastructure and all-round development of the students. The college is accredited by NAAC in the third cycle with A+ grade and CGPA of 3.53. It is also an ISO9001:2015 certified institute.

iTransform is an expert and carries rich experience in the field of education and skill development. They are the recipient of prestigious Maharashtra StartUp 2020 award for their work in Education and Skill Development in Paramedic sector. .

Objective

The objective of this MoU is to offer high quality undergraduate program viz. BSc in Medical Laboratory Technology to the students from academic year 2022-23.

The programs will be offered by the college and the degree will be given by the University of Mumbai.

Roles and responsibilities

The KBP College agrees to the following roles and responsibilities

1. KBP College shall provide the infrastructure for conducting the program in the existing premises of the college. This includes, classroom, AV facility, Hi Speed Wi-Fi, Online session facility, access to Library and IT lab [with prior intimation] and a staffroom for conducting administrative work.
2. KBP College will be responsible for handling the entire life cycle of the students during and after program i.e., enrollment with the Mumbai University, registration, admission, ID cards, attendance, evaluation and results, transcripts, duplicate marksheets, feedback etc.
3. KBP College will publicize the programs by reaching out to the in-house students and displaying banners.
4. KBP College will be responsible for approval of curricula and evaluation pattern by statutory bodies like, Academic Council and Governing Body.
5. All correspondence regarding the programs, if any, with the University will be done by the KBP College.
6. KBP College will not start similar programs in the campus until the MoU with iTransform Group is functional.
7. KBP to include 2 members from iTransform Group in Board of Studies on this program to bring in a right alignment in maintaining the desired quality in academia delivery.

iTransform Group agrees to the following roles and responsibilities

1. To ensure that the program is of high quality by designing appropriate curricula that focus on employability and by deploying experienced & qualified faculty to deliver it.
2. To provide the detailed profiles of the teachers at the beginning of the semester. Any change in the teachers will be notified to the concerned authority well in advance.
3. To provide the curricula of the course well in advance. iTransform to incorporate changes (if any) suggested by Academic Council and Governing Body of the college.
4. To provide staff on campus for providing information of the programs to the interested students and parents.
5. iTransform team members shall follow the rules, and regulations specified by the college and provide regular updates to the concerned authorities.
6. iTransform team shall not damage any equipment or the property and take good care of the goods in the premises.
7. iTransform shall inform the requirement of any equipment, books, journals well in advance to the College.
8. iTransform Group will not start same programs at any other location in Navi Mumbai until this MoU is functional.

Article 1

Entry into Force and Term

1. Both the parties agree to enter into an agreement for the initial period of 5 years starting from July 1st, 2022, which may be further extendable based on the mutual consent of both the parties.
2. This Agreement shall enter into force upon signature by the parties. It may be amended and extended by mutual agreements of the Parties.
3. The validity of this agreement shall be up to June 31st, 2027.

Article 2

Confidentiality, Non-Disclosure, and Intellectual Property (IP)

1. The parties agree to maintain confidentiality and nondisclosure of any academic and nonacademic information related to the courses and programmes carried out on the College premises or outside related to this MoU and the subject area and that the information may not be divulged to any other individual, third party, media, professionals, academic fraternity, or any other entity.

Article 2
Confidentiality, Non-Disclosure, and Intellectual Property (IP)

1. The parties agree to maintain confidentiality and nondisclosure of any academic and nonacademic information related to the courses and programmes carried out on the College premises or outside related to this MoU and the subject area and that the information may not be divulged to any other individual, third party, media, professionals, academic fraternity, or any other entity.
2. The IP generated through the project work would be the sole property of the college and the iTransform would not have any claim on the results and outcomes of work.
3. iTransform group will continue to be the IP owner of course curriculum driven through this MOU and KBP would not run such curriculum even after the expiry of this MOU

Article 3
Collection and sharing of fees

1. Fees will be collected online by the KBP College in a separate bank account.
2. After deducting the 'University Share' of fees, exam fees, library and laboratory deposit the balance fees will be shared equally by the KBP College.
3. Designing the fee structure and any revision in future will be done mutually by both the parties.
4. The details of collection of the fees will be made available by the KBP College whenever asked by iTransform.

Article 4
Miscellaneous

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties agree to join efforts and to maintain close working relationships to achieve the objectives of the Programs.
2. The Parties shall refrain from any action that may adversely affect the interests of the other party and shall fulfill their commitments with the fullest regard for the terms and conditions of this Agreement.
3. The Parties agree to no poaching of manpower [faculty members and staff] from each other.
4. Amendment to this Agreement shall be made by mutual consent of the Parties in writing. No variation in the terms of scope of this Agreement shall be valid or binding unless previously expressly agreed upon in writing between the Parties in the form of a letter entitled "Amendment to the Agreement".

Article 5
Indemnification

1. Neither party shall be liable to each other for any financial liability, or any consequential loss incurred by the party individually or against any claim made by any third party in respect of any of the programmes, so identified hereinabove.

Article 6
Force Majeure

1. Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotions provided on the occurrence and cessation of any such event the Party affected thereby shall give notice in writing to the other Party within 30 (thirty) days of such occurrence or cessation together with the measures taken by it to mitigate and minimize the adverse effects of such force majeure event. If the force majeure conditions continue beyond three months, the Parties shall jointly decide about the further course of action.

Article 7
Termination

Both parties can terminate the MoU with a prior written notice of ninety (90) days on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within 90 days.

Both parties also agree that it would be their professional endeavor that despite any termination of the MoU, progress would continue, without any prejudice to the ongoing programs, which would be without any hindrance and would be progressed for completion.

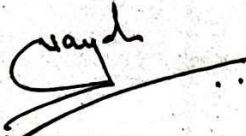
Termination of the MoU shall be preferably done before the commencement of new academic year. In case of termination during the academic year, responsibility of completing the program for that year shall be jointly borne by both the parties.

This Agreement is signed on the day of June 25, 2022 in two copies in the English language, both texts regarded as equally authentic.

IN WITNESS WHEREOF THE COMMON SEALS OF THE AUTHORITY HAS BEEN HEREUNTO AFFIXED AND SIGNATURES OF THE REPRESENTATIVES HAS BEEN HEREUNTO AFFIXED THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

For The KBP College

Signed:



Name: Prof. Shubhada Nayak
I/C PRINCIPAL
KARMAVEER BHARAO PATIL COLLEGE
Designation: I/C Principal
VASHI, NAVI MUMBAI 400703.



Witnesses 1:



Name: Dr. Keshav Shinde
Designation: Head, Dept. of Microbiology

For Trascender Services Pvt Ltd

Signed:



Name: Dr Seema Joshi
For TRASCENDER SERVICES PVT. LTD.
Designation: Director

Witnesses 2:

DIRECTOR



Name: Mr. Shishir Chitnis
Designation – Finance Head, iTransform

