

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 28th day of May 2018 at Pune

by and between

Quick Heal Foundation, registered under Bombay Public Trusts Act 1950 and obtained a registration under section 21 of the said Act, having its registered office 603 Mayfair Tower II, Wakdewadi, Shivaji Nagar Pune 411005, (hereinafter referred to as "**First Party /QHF**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Mr. Ajay Shirke, the Authorized Signatory, of QHF.

AND

SNBP COLLEGE OF ARTS COMMERCE SCIENCE & MANAGEMENT STUDIES, having its registered office at Sant Dnyaneshwar Nagar MAHADA Colony Morwadi, Pimpri, Pune – 411018. (hereinafter referred to as "**Second Party / SNBP**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Dr. D. K. Bhosale the Principal of SNBP COLLEGE OF ARTS COMMERCE SCIENCE & MANAGEMENT STUDIES

QHF and SNBP are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS,

- A. QHF is a non-profit, non-religious, non-political organization involved in social work with one of its key area creating cyber awareness among school children and college students by conducting seminars and workshops free of cost.
- B. SNBP is affiliated to Savitribai Phule Pune University;
- C. SNBP is recognized for its work, inter alia, in the development of human values in the past many years. The detailed objectives which CALC proposes to achieve are set out in Schedule I of this MoU ("hereinafter referred to as "Project").



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Contact Person: **Mr. Ajay Shirke**

Mobile: +91 7628012479 | Email: ajay.shirke@quickhealfoundation.org

- D. For the purpose of implementing the Project, first party has submitted a Project Proposal dated 1st April 2018 to second party under the scheme/Project CALC to the tune of Rs. (Not applicable) As per schedule III as a grant which shall be utilized by second party for meeting the Project Cost (more particularly set out in Schedule III).
- E. Therefore, to further the objectives of the Project under CALC, QHF has agreed to provide upto a sum of Rs. (Not applicable) As per schedule III as grant ("Grant Amount"). The Grant Amount shall be provided to Second Party only after successfully and satisfactory implementation of the Project;

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

I. DEFINITIONS

1.1 In this MoU, unless the context otherwise so requires, the following expressions shall have the meanings as set out against each of it, v.i.z.:

- (i) **"Authority"** shall mean and include any applicable legislative body, regulatory or administrative authority, agency or commission, or any court, board, bureau, instrumentality, tribunal, or judicial or quasi-judicial or arbitral body having authority of law;
- (ii) **"Business Day"** shall mean a day on which the office of the First Party as described in this MoU, or such other office as may be notified by the First Party to the Second Party, is open for normal business transactions;
- (iii) **"Constitutional Documents"** shall mean the registration documents of Second Party filed at the time of its registration and any amendments thereto;
- (iv) **"Facility Agreements/Documents"** shall collectively mean and include this MoU, CSR Guidelines, Project Proposal, Proposal Documents, Project Approval, Board Resolutions issued by the First Party in respect of Grant Amount to the Second Party and all or any other MoUs, instruments, undertakings, deeds, writings and other documents executed or entered into, or to be executed or entered into by the Second Party and/or any other person (whether financing, security or otherwise) in relation to or pertaining to the transactions contemplated by or under this MoU and/or the other Facility Agreements, as amended from time to time;
- (v) **"Grant Amount"** shall mean an amount of a sum up to Rs. As per schedule III, which the First Party had agreed to provide to the Second Party for the implementation of the Project;
- (vi) **"Project Monitor"** shall mean an authorized person appointed from time to time by the First Party from time to time at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project under this MoU;
- (vii) **"Law"** shall mean and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorization, order, directive, permit, judgment, decree having the force of law and shall include any re-enactment, substitution or amendment thereof that is applicable to any transactions contemplated herein and/or to any other Facility Agreement, and/or to any of the respective Parties



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to this MoU and/or any Facility Agreements. The term 'Law' shall not include the Governing Law;

- (viii) **"Material Adverse Effect"** shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this MoU;
- (ix) **"Project Approval"** shall mean the approval granted in response to the Project Proposal mentioning *inter-alia* the amount.;
- (x) **"Project Documents"** shall mean all the manuals, records, registers and all other documents maintained by the Second Party exclusively in relation to the implementation and progress of the Project;
- (xi) **"Project Monitoring Report"** shall mean the report containing the monitoring and status of implementation of the Project on various parameters as per terms of this MoU including but not limited to the provisioning of travel, boarding and lodging to the student/participant by the Second Party, training provided to the student/participant, provisioning of internship opportunities to the student/participant during the course of training with or without basic stipend;
- (xii) **"Project Proposal"** shall mean the proposal submitted by the Second Party for the Grant Amount required for implementing the Project, mentioning *inter-alia* the project cost, benefits from the Project etc., the copy of the same is annexed herewith as Schedule V;
- (xiii) **"Schedule(s)"** means the Schedule(s) to this MoU and which forms an integral part of this MoU;
- (xiv) **"Taxes"** shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority;
- (xv) **"Term"** shall have the meaning ascribed to it under Article V;
- (xvi) **"Certificate"** shall mean the certificate to be submitted by the Second Party at the end of every quarter on the progress/update on the Project.

II. GENERAL TERMS

- 2.1 (i) The First Party hereby agrees to release the Grant Amount up to a sum of Rs. (Not applicable) As per schedule III on successfully and satisfactory completion of the Project.;
- (ii) The Second Party further agrees to perform the Project as per the Project Proposal and shall comply with the said guidelines and amendments thereto, if any;
- (iii) The Second Party shall select students/participants in the Project in accordance with the student/participant eligibility criteria as detailed in Schedule II. It is however clarified that such selection of students/participants shall be as per Second Party's requirements and at its sole discretion thereto.
- (iv) The disbursements of the Grant Amount shall be made by the First Party as per the disbursement schedule provided in Schedule III of this MoU;



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- (v) The disbursements shall be credited by the First Party into a separate/ designated bank account of the Second Party for grants disbursed under this MoU. All the related collection/remittance/other charges in relation to obtaining the Grant Amount will be borne by the Second Party;
- (vi) The First Party, in its own discretion, may reduce the Grant Amount, for each student/participant that withdraws from the Project and is not replaced by the Second Party, by average participant cost as detailed in Schedule III for the period that a place was unfilled. The First Party shall however be obliged to reimburse all amounts incurred by the Second Party in respect of such withdrawn (and not replaced) student. In addition, any excess amounts incurred by the Second Party in relation to the training for the incumbent student shall also be reimbursed by the First Party;
- (vii) The Second Party shall be severally liable to comply and fulfill all its obligations under this MoU;
- (viii) If the Second Party fails, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this MoU or in connection with any other Facility Agreements on its part to be observed and performed or in case of occurrence of any Material Adverse Effect ("Default"), then the First Party shall give written notice to Second Party to rectify the said default within a period of 30 days, failing which the First Party shall be entitled to initiate appropriate legal proceedings including termination along with damages, interests and expenses without prejudice to any other right or remedy which the First Party may have under this MoU or otherwise in law..
- (ix) The Second Party agrees that if as a result of review by the First Party or 'Project Monitor', it is of the opinion that the Second Party has not implemented/nor is likely to implement the Project within the Project Cost as provided in Schedule III and/or in accordance with the financing plan as per the Project Proposal, the First Party shall be entitled to terminate this MoU;
- (x) Notwithstanding termination of this MoU, the Second Party's obligations shall be limited only to complete the training to the enrolled students/participants of the Project as per the Project Proposal for which the First Party shall reimburse the accrued costs as per the terms and conditions of this MoU. It is further agreed that in the event of termination of the MOU, the Second Party shall not be under any obligation to continue enrolment of any new students/participants;
- (xi) The Second Party may apply and/or obtain any loan or further grant from any third party during the term of this MoU in respect of the Purpose/Project only with the prior written approval of First Party other than what has been approved in the Project Proposal;
- (xii) The Second Party shall submit all necessary and relevant documents as per the Project Proposal to the complete satisfaction of the First Party and shall submit a certificate within one month of the completion of the training to the students enrolled under the Project.



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III. SECOND PARTY'S REPRESENTATIONS AND WARRANTIES

3.1 Second Party hereby makes the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every respect as on the date of this MoU and shall remain true, correct, valid and subsisting in every respect as on the date of each disbursement by the First Party hereunder:-

- i) That the information given in the Project Proposal and any prior or subsequent information or explanation furnished by the Second Party to the First Party are true, bona fide and accurate in all material respects.
- ii) That the Second Party is duly incorporated and validly existing under the Laws of India and is in compliance of all applicable laws and possesses all statutory approvals and compliance for the execution of this MoU and the other Facility Agreements and for implementation of the Project.
- iii) That the Second Party does not violate any covenants, conditions and stipulations of any of its existing agreement and shall at all times abide by all the terms and conditions of this MoU and other Facility Agreement(s).
- iv) It has the necessary infrastructure and assistance of high reputes along with appropriate content, technical inputs and instruments required for implementing the Project.

IV. COVENANTS

4.1 During the subsistence of this Project and/or the MoU, the Second Party hereby agrees to:

(i) Promptly notify the First Party;

- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the Second Party hereunder becoming untrue, incorrect or misleading in any manner;
- (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a Material Adverse Effect on the Project;
- (c) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God;

(ii) Deliver to the First Party:

- (a) Project Monitoring/Implementation Reports agreed upon by both parties shall be submitted by the Second Party to the First Party demonstrating the status of the Project every quarter on the Second Party letter head; any other document as may be reasonably required by the First Party to implement the Project as per the terms of this MoU.

V. TERM AND TERMINATION

5.1 This MoU shall be effective from 1-April-18 ("Effective Date") and shall continue to be in effect for a period of 12 months till 31-March-19 or completion of the Project whichever is earlier ("Term"). However, upon expiry of the Term, the Parties may renew this Agreement for further period on mutually agreed terms and conditions.



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5.2 The First Party may terminate or suspend this MoU, upon Fifteen (15) days written notice to the Second Party, in whole or in part for any material breach committed by the Second Party or upon happening of an event of Default under this MoU. Provided, that any portion of this MoU that is not terminated or suspended shall remain in force and effect.

VI. ASSIGNMENT

6.1 The Second Party shall not be entitled to assign any of its rights, benefits or obligations under this MoU and/or any other Facility Agreements without written consent of the First Party;

6.2 Save as aforesaid, this MoU shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

VII. GENERAL

7.1 Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the Second Party's last known address and/or the address as specified hereto.

First Party: QUICK HEAL FOUNDATION

Registered office: Quick Heal Technologies Pvt. Ltd.,

Office No. 603 , Mayfair Tower 2, Wakdewadi Shivaji Nagar Pune - 411 004

Kind Attn.: Mr. Ajay Shirke

Fax & E-mail: ajay.shirke@quickhealfoundation.org

Second Party: SNBP COLLEGE OF ARTS COMMERCE SCIENCE & MANAGEMENT STUDIES

Registered office: Sant Dnyaneshwar Nagar MAHADA Colony Morwadi, Pimpri, Pune – 411018.

Kind Attn.: Dr. D. K. Bhosale

Phone no. & E-mail: 7774059627

Single Point of contact (SPOC) Person: Miss Umeshwari P. Patil, HOD

Phone no. & E-mail: 9604789565 / umeshwari_patil@rediffmail.com

7.2 Time shall be the essence of this MoU in so far as it relates to the observance or performance by the Second Party of all or any of its obligations hereunder.

7.3 This MoU represents the entire MoU in respect of the Grant Amount between the parties and shall be capable of variation in writing by a note of amendment ("**Note of Amendment**") signed by an authorized representative on behalf of the First Party and the Second Party.

7.4 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India. The parties hereto agree that the courts at Pune will have exclusive jurisdiction over the disputes arising out of this MoU.

7.5 The Parties understand and agree that in the course of Project execution under this MoU, it may have access to the documents which is confidential in nature. The Parties and its representative/employees shall be bound by the confidentiality obligations.

7.6 Parties acknowledges and agrees that either Party shall be the sole and exclusive owner of all its own work product and all patents, inventions, copyrights, trademarks, trade secrets,



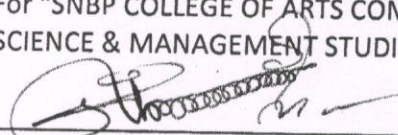
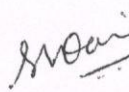
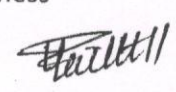
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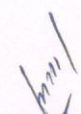
computer software code, confidential information and other intellectual property or proprietary rights as may exist before the execution of this MoU.

7.7 Dispute Resolution

- a) Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this MoU) arising out of, or relating to this MoU including interpretation of its terms will be resolved through joint discussions of the Authorized Representatives of the Parties.
- b) If any such claim, dispute or difference cannot be resolved through such joint discussions within 30 (thirty) days of the date of the notice of such dispute, then the matter will be referred for adjudication to the arbitration by nominating one Arbitrator mutually by Parties, and finally resolved by arbitration in Pune, India.
- c) Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force which provisions are deemed to be incorporated by reference into this clause.
- d) The language of the arbitration shall be English. The award shall be final and binding on Parties.
- e) Where reference to the courts is necessary, the Parties hereby submit to the exclusive jurisdiction of the courts at Pune, India.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL'S

SIGNED SEALED AND DELIVERED For "QUICK HEAL FOUNDATION"  Name: Mr. Ajay Shirke Designation: Manager, CSR	SIGNED SEALED AND DELIVERED For "SNBP COLLEGE OF ARTS COMMERCE SCIENCE & MANAGEMENT STUDIES"  Name: Dr. Sudhir A. Atwadkar Designation: Vice Principal
Witness  Name: Sugandha Dani Designation: Executive, CSR	Witness  Name: Prof. Umeshwari Patil Designation: Asst. Professor


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