

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CHAROTAR UNIVERSITY OF SCIENCE AND
TECHNOLOGY (CHARUSAT)

&

ENERGY SYSTEMS ENGINEERING

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 4th DAY OF – JULY – Two Thousand and Twenty (4/7/2020), by and between

CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT), CHANGA, GUJARAT, INDIA, 387001, THE FIRST PARTY REPRESENTED herein by its Principal, Chandubhai. S. Patel Institute of Technology (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ENERGY SYSTEMS ENGINEERING, 12/B PATEL INDUSTRIAL ESTATE, PRATAPNAGAR, VADODARA 390004, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, **Mr. Jignesh Patel**, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Energy Systems Engineering**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **System Development, Boards Development** and related fields.
- F) **Energy Systems Engineering**, the Second Party is proprietary firm.
- G) The **Energy Systems Engineering** has a production unit at 417, G.I.D.C Engineering Zone, Ranoli, Vadodara, 391350.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE 1
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2
SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries, the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **SYSTEM DEVELOPMENT AND BOARD DEVELOPMENT**.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 20% of the students. The Second Party will itself absorb at least 20 percentage of the trained students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Energy Systems Engineering**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Charotar University of Science and Technology (CHARUSAT)** or **Energy Systems Engineering**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

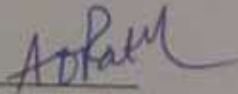
Second Party

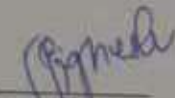
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Anand.

AGREED:

For Charotar University of Science and Technology

For Energy Systems Engineering


Authorized Signatory


Authorized Signatory

Charotar University of Science and Technology (CHARUSAT)	Energy Systems Engineering
Address: CHARUSAT Campus, Changa, 388421, Petlad, Anand, Gujarat	Address: 12/B Patel Industrial Estate, Pratapnagar, Vadodara 390004
Contact Details: (02696) 265111	Contact Details (0265) 2580893
E-mails: principal.cspit@charusat.ac.in	E-mails: pqec.es@ gmail.com
Web: www.charusat.ac.in	Web:

Witness 1: Dr. Trushit Upadhyaya

Witness 2: Mr. Vishal Patel

Witness 3: Dr. Kishor Pandya

Witness 4: Mr. Pravin Patel

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CHAROTAR UNIVERSITY OF SCIENCE AND
TECHNOLOGY (CHARUSAT)

&

EPSILON ELECTRONICS

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES

Himanshu Sir,
For record & entry in online database

Page 1 of 5

27/7/2020

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 6th DAY OF – JULY– Two Thousand and Twenty (6/7/2020), by and between

CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT), CHANGA, GUJARAT, INDIA, 387001, THE FIRST PARTY represented herein by its Principal, Chandubhai. S. Patel Institute of Technology (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

EPSILON ELECTRONICS, B-503, AMRAPALI LAKE VIEW, OPP ALPHA ONE MALL, VASTRAPUR, AHMEDABAD-380006, GUJARAT, INDIA, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, **Mr. Hardik Patel**, (hereinafter referred to as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY (CHARUSAT)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Epsilon Electronics**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Internet Of Things, Embedded Systems, Networking* and related fields.
- F) **Epsilon Electronics**, the Second Party is proprietary firm. B-503, Amrapali Lake View, Opp Alpha One Mall, Vastrapur, Ahmedabad-380006, Gujarat, India.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1
CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2
SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of *Internet Of Things, Embedded Systems, Networking*.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 20% of the students. The Second Party will itself absorb at least 20 percentage of the trained students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **CHAROTAR UNIVERSITY OF SCIENCE AND TECHNOLOGY**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms; during which period **Epsilon Electronics**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Charotar University of Science and Technology (CHARUSAT)** or **Epsilon Electronics**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

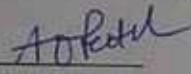
Second Party

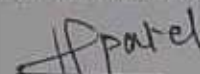
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Anand.

AGREED:

For Charotar University of Science and Technology

For Epsilon Electronics


Authorized Signatory


Authorized Signatory

Charotar University of Science and Technology (CHARUSAT)	Epsilon Electronics
Address: CHARUSAT Campus, Changa, 388421, Petlad, Anand, Gujarat.	Address: B-503, Amrapali Lake View, Opp Alpha One Mall, Vastrapur, Ahmedabad-380006, Gujarat, India.
Contact Details: (02696) 265111	Contact Details: 079 4801 0170
E-mails: principal.cspit@charusat.ac.in	E-mails: info@epsilonelectronics.in
Web: www.charusat.ac.in	Web: https://www.epsilonelectronics.in/

Witness 1: Dr. Trushit Upadhyaya

Witness 2: Mr. Upesh Patel

Witness 3: Dr. Killol Pandya

Witness 4: Mr. Brijesh Patel

Byju's special hiring for 2021/20 batch CHARUSAT students

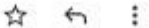
External

Inbox X



TNP Cell - CHARUSAT

Sat, Mar 26, 2:19 PM



to 17ce, 17it, 17dce, 17dce, 17dit, 17me, 17cl, 17ec, 17ee, 16ce, 16it, 16ec, 16ee, 16me, 16cl, Ronak, Deep, Sanket, Nirav, Dharmendra, Sagar, Miral, mihi, Mahammadsoib, Rugnesh, Dattatraya, Kamleshbhai, Jay, Vipul, Ankit, Jesal, Khushi, C

Dear Alumni,

Any of you looking forward to working with Byju's can apply for this position. They have offices in Tier 1 cities across Gujarat and are planning to start in Tier 2 cities like Anand. They will directly be interviewed for this position.

Any graduate or post-graduate student can work at Byju's. You will also get a relocation allowance (Rs. 6000) in case you have to move from your own hometown. Please note that the registration link is handled directly by Byju's team, so fill out the form carefully.

Dear TPRs,

Please circulate this email to all students of the 2020 and 2021 batches.

----- Forwarded message -----

Byjus Hiring

Job description:

ATP is an Applicant Training Program where selected applicants will be a part of a 6 weeks training program and on successful completion of this training program, applicants will be given an opportunity to join as a Business Development Associate with BYJU'S.

STRUCTURE OF the ATP:

The 6 weeks of ATP is divided into 2 phases, 2 weeks of Class Room Training(CRT) and 4 weeks of On the Job Training(OJT).

(A) PHASE 1 : Classroom Training (CRT)

- 1st 2 weeks of the CRT Phase will be conducted in the training location where we will cover the theoretical aspect of BYJU'S sales process.
- You will be involved in various activities during this phase which will be rigorously evaluated by the end of 2 weeks of the CRT program.
- Only the candidates who satisfactorily complete the CRT phase will be given an opportunity to start with the next phase of the training program.

(B) PHASE 2 : On-the-Job Training (OJT)

- The 2nd stage (OJT Phase) starts from the 3rd week of training for candidates

TNP Cell - CHARUSAT

Apr 12, 2022, 10:43 AM (23 hours ago)



to 19ce, 19it, 19dce, 19dce, 19dit, Ronak, Deep, Sanket, Nirav, Jesal, Khushi, Chintal, me, Nilay, Nilay, Snehal, Ashwin, Ernest

Dear Students,

Please see the below email to get details about the summer internship opportunity with Celebal Technologies. Interested students must register on their portal via the link (by celebal) given in the trailing email. At the same time, provide your small details to the below link (by CDPC) :

<https://forms.gle/EVg7um2hrv77p7or7>

Please note that Celebal has selected 20+ students from the 2022 batch with a package of 5 LPA and 8 LPA based on the profile. You may get a pre-placement offer based on your summer internship (working from home) from this company.

----- Forwarded message -----

Dear TPO,

Greetings from Celebal Technologies!

Thanks for your immense support during our campus hiring 2022 process, we are commencing the "Undergraduate Student Program 2022" on June 1st, 2022 [Tentative] for which we are inviting applications across India from the 2023 Graduates. PFB the further details about the program.

Eligibility - 2023 Batch [UG/PG]

Duration – 60 Days

Mode Of work – Work from Home / Virtual

Domains :

For CSE/IT Students:

- Data Engineering
- Data Science
- Business Intelligence
- React Js
- Node Js
- Dot Net
- UI/UX
- SQL Development
- Power Apps
- Cloud Infra

Geminate Technologies Vacancies

External

Inbox x



TNP Cell - CHARUSAT

Tue, Mar 22, 2:13 PM



to D19dce, D19ce, D19ce, 18ce133, 18ce009, 18ce098, D19ce, 18dce026, 18dce034, 18dce006, 18dce042, D19ce, 18ce135, 20pgce015, 20pgce017, 20pgce013, 20pgce016, 20pgce011, d19dce151, 20pgce002, d19dce170, 20pgce010, 18dce

Dear students,

Please find trailing email from Geminate Technology, Interested students please apply through the given link by 23rd March 10:00 am:

<https://forms.gle/P1KxbdM2rtedCsUh9>

Respected Sir/Madam,

This is to bring in your kind notice, that I am ISHWAR MALVI, Manager of GEMINATE CONSULTANCY SERVICE

We as an organization are putting up a proposal for campus recruitment to hire graduates or fresher's for our firm. We would like you to arrange the mentioned arrangements for the recruitment procedures. (Mention all the procedures here).

For further details, please reach out to hr.geminatecs@gmail.com our HR Department

We await your cooperation and response.

Thanking you,

Company Profile:

Geminate is the team of professional consultants possessing the experience of customizing and implementing **Odoo (formerly OpenERP)** ERP system since last decade. Geminate team has more than 9 years of experience in customizing and implementing **Odoo (formerly OpenERP)** ERP system in different industries like Manufacturing, Financial, and Telecommunication, Educational etc. Geminate has more than 100+ Large to medium enterprise projects under their belt which are implemented and running successfully.

JOB DESCRIPTION:

We are looking for a Python Developer to join our engineering team and help us develop and maintain various software products.

Python Developer responsibilities include writing and testing code, debugging programs and integrating applications with third-party web services. To be successful in this role, you should have experience using server-side logic and work well in a team.

Requirements from Patterns - Baroda (for any graduate) External Inbox

TNP Cell - CHARUSAT

to 18ce, 18it, 18ec, 18ee, 18me, 18cl, placement2022_depstar, me, Divyang, Ashwin, Ronak, Sanket, Dharmendra, mihir, Jesal, Khushi, Jay, Rugnesh

Fri, Apr 1, 11:01 AM (12 days ago)

Dear Students,

Please find trailing email from Patternz company, Baroda. Interested please apply by 2nd April 1:00 pm:

<https://forms.gle/9e5VskKpLRsEqTig9>

----- Forwarded message -----

Hello Divyang,

It was wonderful connecting with you over the call after so long today. As discussed , we are looking to hire fresh talents for our company. Kindly find the details below for your reference.

1. Name of the Company :- PATTERNS LLC
2. URL :- <https://www.patterns247.com/> & <https://www.patternshiring.com/>
3. Positions Available :- Trainee - Healthcare or IT Recruiters & Customer Service Specialist
4. Work timings :- 6.30 PM IST to 4.30 AM IST (Inclusive of 1 hour break)
5. We are looking to hire candidates , who are willing to work in the night shifts and make their career in US staffing industry. Someone with excellent English communication skills.
6. He / She will be working as Recruiters and shall be recruiting candidates in the U.S
7. Eligibility Criteria :- Graduates or pursuing graduation (In the last Semester) in any stream.
8. Compensation structure would be between 21500/- to 25000/- p.m.
9. Work from Office is mandatory.
10. Job Location is :- Vadodara , Gujarat

Please find the attached Job Description and other details for your reference.

Hello Mr. Divyang,

Greetings from Synoverge Technologies !

As discussed, we are glad to announce starting of our annual placements process. As a part of the introduction we are sending you an introduction to the organization as well as T&C details attached with the email for further information.

We request you to send the details of interested students falling under the mentioned criteria to us at the earliest possible.



Human Resource Team

accessible | responsive | knowledgeable

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

Thanks & Regards,

Ashwin Makwana/Divyang V Purohit

TPO - Career Development and Placement Cell (CDPC),

Charotar University of Science & Technology (CHARUSAT)

AT: Changa, Ta:Petlad, Dist:Anand, Gujarat.

(T) 02697-265213, (M) 9912688259

E: divyangpurohit.tnp@charusat.ac.in / tnp@charusat.ac.in



300/-

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");
- b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definitions:-

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on, Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:- TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS

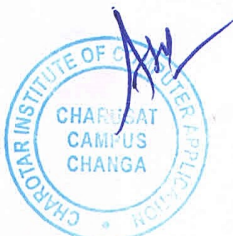
and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:- This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP:- LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and co-operate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electrician, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof for compliance with all applicable laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees:- TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost. LISP warrants that it has paid all applicable fees,



Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost. LISP warrants that it has paid all applicable fees, charges, taxes etc with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information:- Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination :- (9.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(9.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(9.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous:- (10.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(10.2) Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(10.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.

(10.4) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(10.5) Notice:- Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

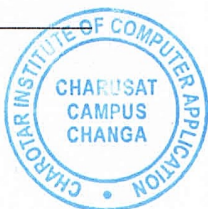
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

Charotar University of Science & Technology

By: _____

Name: Mr. Shri Devang Joshi

Title: Registrar



TATA Consultancy Services Ltd.

By: _____

Name: Mr. Venguswamy Ramaswamy

Title: Global Head - TCS iON

SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Details of contact person</u>	<u>Location Name</u>
Charotar University of Science & Technology	Charotar University of Science and Technology	Charusat Campus Changa Anand-388421	Mr.Atul Patel Principal atulpatel.mca@charusat.ac.in 9427387769	Anand

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	1 JUNE 2016



SCHEDULE 2

1. **Facilities:** Facilities shall be inclusive but not limited to the following listed:

a. **General Facilities**

- i. Furnished IT lab/s with furniture,
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. **Diesel Generator Facilities**

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. **Assessment Support:**

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation \supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation\supervision service with TCS and/or-its Authorized Personnel as and when required
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. **LISP Hardware:**

Based on requirements of TCS, as per Work Order, including but not limited to the following as applicable:

- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement-
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up

3. **Fees:**

a. TCS shall pay Fees only for LISP Hardware for nodes as specified in the Work Order

b. The rate per node shall be determined basis "Category" as specified in Work Order. Various Categories are listed below:

Category	Number of Shifts	Personnel and Miscellaneous Cost	Rate per Node- LISP Hardware
C1	One Shift	Excluded	40
CS2	Two Shift	Excluded	60
CS3	Three Shift	Excluded	80
CS4	Four Shift	Excluded	90



c. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price	Two Shift Price	Three+ Shifts Price	Four Shifts Price
1	Test centre Administrator	Rs.1000 per shift	Rs.1500 per day	Rs.2000 per day	Rs.2500 per day
2	IT Managers	Rs.1000 per shift	Rs.1500 per day	Rs.2000 per day	Rs.2500 per day
3	IT Assistants	NA	NA	NA	NA
4	Invigilators	Rs.750 per shift	Rs.1125 per day	Rs.1,500 per day	Rs. 1,875 per day
5	Support	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs. 1000 per day

d. Other Reimbursements : Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below :

#	Description	Price
1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

e. Diesel Generator Cost: Basis of actual utilization LISP will charge TCS for reimbursement of diesel expenses for the proportionate DG usage (i.e. period utilized, load shared, etc.) at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 600 per hour

4. Miscellaneous:

- TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise invoice after the Usage Period. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.

SCHEDULE - 3 SERVICE LEVEL CREDITS

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.



SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____ ('Facilities Agreement') has been signed by authorized representatives of each party.

Change Request
No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP

Authorized Signatory

Date

