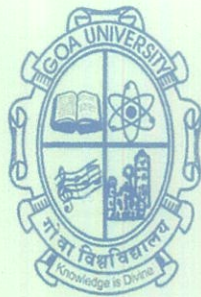


MEMORANDUM OF UNDERSTANDING

BETWEEN



GOA UNIVERSITY

AND



SATKAAM FOUNDATION



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Serial No. 7858 Place of Vendor, Panaji Date 10/8/2023
Value of Stamp Paper _____
Name of Purchaser Registrar, Goa University.
Residence _____ Name of Father _____
Purpose _____ Transaction _____
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License No. _____ N. 99



MEMORANDUM OF UNDERSTANDING

BETWEEN

GOA UNIVERSITY

AND

SATKAAM FOUNDATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MoU) is entered into on, 5th day of September, 2023, by and between Goa University, having its office at Taleigao Plateau, Goa – 403206, represented herein, by its Registrar, Prof. Vishnu S. Nadkarni (hereinafter referred to as 'Goa University' of the FIRST PARTY, the Institution which

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[Signature]

expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators, and assigns) and Satkaam Foundation a Company registered under Sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014, having its Corporate office at N3 , 27 Park Avenue 24th Main, 13th Cross HSR Layout Bangalore - 560102, represented herein by its Director, Mr. Abhijit Bhide, (hereinafter referred to as “**Satkaam**” of the SECOND PARTY, the Company which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees)

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

WHEREAS:

- A) First Party is Higher Education Institution named, **Goa University**
- B) Second Party, **Satkaam** Foundation conduct Industry Valued skills and Application of Knowledge Training program (hereinafter referred to as “Training Program”).
- C) First Party and 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.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

1. The Goa University Responsibilities:

- 1.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Training Program.
- 1.2. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program.
- 1.3. Shall provide all the support services and facilities to **Satkaam** during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions
- 1.4. Shall coordinate with **Satkaam** and facilitate conduct of all the assessments including the assessment to be conducted by the external

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agency (if any) identified by **Satkaam**, as per schedule communicated by **Satkaam**.

- 1.5. Provide lodging, wherever available, as per the standards of **Satkaam** for faculty conducting the Training Programme for the total duration of the Training Program plus two days (one day prior and one day after closure). The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well-lit approach and surroundings, have adequate safety & protection and peaceful environment or as per norms of the **Goa University**.
- 1.6. Shall share the details of students in a prescribed format to ensure that there is no duplication of student data.
- 1.7. This is a multi-year program to create social impact. The **Goa University** shall share few details to assess the impact of the program. For e.g., Placement details of trained students will be required to assess the impact of the program.

2. **Satkaam Responsibilities:**

- 2.1. Shall provide necessary training as per Training Program requirements and curriculum for delivery as per Annexure I to this MOU or topics by mutual agreement.
- 2.2. Shall conduct assessment of its own in collaboration with **Goa University**
- 2.3. Shall depute its skilled faculty members/Trainers to impart skilled based training programs to the students as per the requirements of the **Goa University** on mutual agreement.

3. **Other Terms & Conditions:**

The following are other terms and conditions of engagement:

- 3.1. Batch Size: The batch size would be decided each semester in collaboration with **Goa University**.
- 3.2. Each student would be made available for the Training Program for specified number of hours per week for the duration of the Training Program



3.3. Pre-assessment & Selection: **Satkaam** may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be that of **Goa University** with mutual agreement.

3.4. Training Program schedule:

3.4.1. Training Program scheduled commencement date will be based on mutual agreement.

3.5. Commercials:

3.5.1. Training Fees

Since this is a CSR funded Program there is no fee payable by **Goa University** or its students for this Training Program.

3.5.2. Payment Terms

Not Applicable

3.6. Certification:

Students who are successful in the assessment conducted by **Satkaam** shall be awarded a certificate post completion of the training program.

3.7. Term of engagement:

This MoU is valid from the date of signing of the MoU and is made for a period of 3 (Three) years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

3.8. Limitations and Warranties:

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

3.9. Termination:

3.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any

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condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.

3.9.2. Each party shall be at liberty to terminate this MoU with a written notice period of 3 (three) months to the other party without any compensation and seeking legal redress.

3.9.3. 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 Training Program, which would be without any hindrance and would be progressed for completion.

4. General Terms:

4.1. Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MoU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MoU and that it will only be used by the parties for the benefit of others.

4.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MoU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.

4.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other. However, Satkaam will have the right to use the testimonials/stories/case studies of students/College/University who have been the part of the Training Program.

5. Jurisdiction:

In the event of any litigation, the court of jurisdiction shall be Panaji Goa.

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6. Indemnification:

Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against **Satkaam** in relation to the Training Program due to any acts or omissions of **Goa University**, **Satkaam** shall be defended and contested by **Goa University** at their sole expenses and cost keeping **Satkaam** indemnified from the same.

7. Limitation of Liability:

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties.

8. Notices:

Any notices under this MoU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MoU. Such notice will be effective upon its mailing as specified.

9. Intellectual Property Rights

9.1. **Satkaam** explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the **Goa University** has no rights to use the content and mode of delivery for any other purpose.

9.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

9.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other

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party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

10. Force Majeure:

10.1. Neither party to this MoU shall be liable for any failure or delay on its part in performing any of its obligations under this MoU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

10.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MoU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MoU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

11. Settlement of Dispute

Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the Goa University who shall be nominated by the Vice-Chancellor of the **Goa University** and the **Satkaam**. The decision of the Dispute Resolution Committee shall be final and binding on the parties.



IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

AGREED:
Party of the First Party

GOA UNIVERSITY

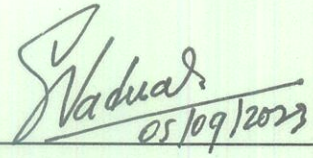
Stamp of the party:

Signature of Authorized

Signatory :

Name of Authorized Signatory

Designation: **REGISTRAR**



V. Nadkarni
05/09/2023

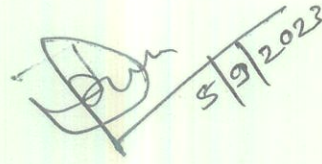
Prof. Vishnu S. Nadkarni,

Witness

Signature of Witness

Name of Witness:

Designation:



Jyoti D. Pawar
5/9/2023

Prof. Jyoti D. Pawar

Dean, Goa Business School.

Party of the Second Part

FOR SATKAAM FOUNDATION

Stamp of the Party:

Signature of Authorized
Signatory :

Name of Authorized Signatory



Abhijit Bhide

Witness

Signature of Witness

P.A.B

Name of the Witness

Priya Bhide

Designation

Annexure 1

Topics / Curriculum:

Unit I:

1. Understanding the Industry and Companies
2. Understanding the evolution of the industry and technology and methods
3. Understanding Innovation and how new Impactful ideas have evolved
4. Types of companies and typical organization - Who does What
5. Understanding companies - Domain, Offering, Customers, Strategy
6. Company Culture & Professionalism
7. Understanding companies financially

Unit II:

1. Understanding Execution and day to day work in organizations
2. Product Solutioning and Development - Understanding beyond the theory
3. Product Management - Understanding beyond the theory
4. Quality - Understanding beyond the theory
5. Solutioning and Design - A key step between requirements and delivery
6. Site Reliability, Devops, Support - Understanding beyond the theory
7. Common Metrics and Measurements
8. Key Tools in a Product Life Cycle
9. Cloud Computing and its usage in the industry
10. Issues Management and Lifecycle - A key aspect of customer Satisfaction
11. Software delivery models and Release cycles - how they work in the real world
12. Usability by end user - UI/UX and other key concepts and its importance
13. Understanding Data engineering and Data science
14. Writing good product or service specifications which can be translated to building a good product
15. Understanding data from collection to modeling to usage
16. How to do effective product, competition or technical research and use it effectively.
17. Testing and Testing automation - understand beyond the theory.
18. What is effective program management and scrum management
19. Designing for performance, scalability, and reliability in products
20. Effective root cause analysis and building products which can allow quicker RCA.
21. Understanding dev ops and its importance and role in a company
22. Understanding product architecture with respect to a monolith or modularity and its pros and cons

23. Governance, alerts and monitoring and its importance.

Unit III:

1. Useful skills to work effectively in an organization.
2. Continuous learning and improvement - An essential skill
3. Ownership and Leadership
4. Analyzing one's career path and making educated judgements
5. Time management and multitasking model
6. Being an effective Mentee and Mentor
7. Being Inquisitive: Why is asking questions more difficult than giving answers?
8. Effective Articulation and Communication
9. Introducing yourself & Making Effective Presentations
10. Problem breakdown and resolving model
11. Effective project Management
12. Mind Mapping - A powerful technique to learn.

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