



Thakur Educational Trust's (Regd.)

**THAKUR RAMNARAYAN
COLLEGE OF ARTS & COMMERCE**

NAAC Accredited & ISO 21001:2018 Certified



Thakur Ramnarayan Educational Campus, S.V. Road, Dahisar (East), Mumbai - 400 068
Tel: 022 2828 1200 | Fax: 022 2828 1300 | www.trcac.org.in

Criteria 3 - Research, Innovations and Extension

Key Indicator 3.5 - Collaboration

QnM 3.5.2 - Number of functional MoUs with institutions, other universities, industries, corporate houses etc. during the year

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महाराष्ट्र MAHARASHTRA

2022

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प्रधान मुद्रांक कार्यालय, मुंबई.
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सक्षम अधिकारी

श्रीमती लता सांगळे

This document constitutes a **Memorandum of Understanding (MoU)** between

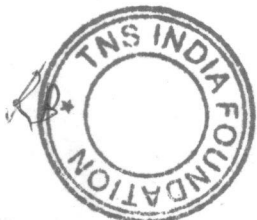
TNS India Foundation (TNSIF)

and **Thakur Educational Trust**

This MoU is effective from August 2022- May 2027, hereinafter mentioned as "**Effective Date**" by and between **Thakur Ramnarayan College of Arts and Commerce**, affiliated to the University of Mumbai, Maharashtra, managed under the **Thakur Educational Trust**, registered under **The Maharashtra Public Trust Act, 1950** and hereinafter referred to as "**The College**", having PAN AATT4838P, represented by its Principal, Dr. Ravish R. Singh.

AND

TNS India Foundation, a charitable organization registered under section 25 of the Companies Act 1956 and having its registered office at 302- Wellington Business Park – 2, Andheri-Kurla Road, Andheri East, Mumbai – 400069, hereinafter referred as "**TNSIF**", having PAN AAECT4021D represented by its Managing Director, **Rupa Bohra**.



Background

TNS India Foundation (TNSIF), a section 25 Company incorporated under the provisions of the Companies Act, 1956 is conducting the “**Campus to Corporate Careers (C2C) Program**” for the enhancement of employability and workplace skills for deserving youth.

In this connection, TNSIF intends to be associated and work closely with the College to conduct employability training, career counselling sessions and job placements for final year college students.

Detailed features of the program are as follows:

1. 80 – 100 hours of training program including Personal and Professional Effectiveness (how to choose right career option, how to apply for job, tools-CVs, cover letter- etc.), Business communication (effective communication with co-workers and customers), Career Readiness (orienting students to jobs matching their skill sets and exposure to a career path) and Work Readiness (Professionalism, Work Ethics, Email Etiquettes, Workplace dynamics – etc.)
2. The training will be delivered via a blended learning approach i.e. through in class sessions and online platforms (Google Meet and Zoom) as applicable.
3. Each training batch size will be between 30-50 students. Sessions of duration 1.5-2 hours'-duration will be conducted 5 days a week over a 2 – 2.5-month period at a time.
4. The program also includes individual student counselling, which will be conducted via online/offline platforms, as well as post training, pre-placement and post placement counselling.
5. Career fairs or individual placement drives will be conducted in an online/offline format to place trained students in formal sector jobs.
6. The above mentioned training and placement is free of cost for both the students and college



Based on the above, this MOU lays out the below responsibilities for both parties:

TNSIF agrees to –

1. Engage with the college, given the following conditions:
 - a. In consultation and agreement with the designated college point of contact.
 - b. Not charge the college or students for any part of the program.
 - c. Provide reports to the college on the training and placement status of students.

2. Mobilize the college students. This involves the following:
 - a. Conduct Orientation sessions to make students aware about the program and to register their interest.
 - b. Screen the students based on their interest and background and interview them to determine enrolment in the program.

3. Train selected students. This involves the following:
 - a. Form batches with selected students and conduct the Campus to Corporate Careers Training Program with them.
 - b. Provide individual career-counselling support to in-training students.
 - c. Engage with parents of the students to make them aware of the program and to counsel them about their wards.
 - d. Provide certificates to trained students on successful completion of the training with an attendance criterion of 80%.

4. Place trained students. This involves the following:
 - a. Facilitate placement linkages with formal sector employers for interested students.
 - b. Arrange for career drives and fairs to place interested students.
 - c. Provide post-placement support to students to facilitate joining and on-boarding.

The College agrees to –

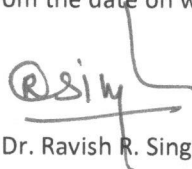
1. Engage with TNSIF staff, given the following conditions:
 - a. Providing one point of contact to coordinate all TNSIF C2C activities.
 - b. Not charge TNSIF or students for any part of the program.
 - c. Communicate openly with the TNSIF point of contact for any deliverables or feedback.



2. Facilitate student engagement. This involves the following:
 - a. Assistance in student mobilization through dissemination of information on student what's app groups and other seminars.
 - b. Attending orientation sessions organized by TNSIF to encourage student participation.
3. Support training activities. This involves the following:
 - a. Support allocation of batches for optimum utilization of resources and training effectiveness.
 - b. Assist in scheduling batches keeping in mind college lecture timings.
 - c. Make classrooms available for in-person training sessions.
 - d. Allow use of online medium to reach and train students. e. Assist in conducting parent engagement sessions.
4. Support placement activities. This involves the following:
 - a. Assist in mobilizing students to counsel regarding placement opportunities
 - b. Provide infrastructure assistance – classrooms, auditorium, computer laboratory etc. in conducting on-ground career fests.
 - c. Allow use of online medium to place students. d. Not hold TNSIF C2C staff responsible for any miscommunication with the corporate HRs.
5. This MOU is neither a contract nor is it legally binding in any way. It does not commit any financial expenditure from or for either party.
6. The MoU will be effective for a period of **five years** from the date on which both the parties have signed this MOU.


Name: Rupa Bohra
Managing Director
TNS India Foundation




Name: Dr. Ravish R. Singh

Principal,
Thakur Ramnarayan College of Arts and Commerce





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18 APR 2023

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 18th day of April, 2023

BETWEEN

M/s Ambition Learning Solutions through its authorized Signatory CMO Mr. Vishal Gada, having its registered office at **506- Paradise Tower, Near MacDonald's, Gokhale Road, Thane West, Thane, Maharashtra 400601, Maharashtra, IN**, (hereinafter referred to as "**PARTY OF THE FIRST PART**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in business and permitted assigns) of the **One Part**.

AND



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18 APR 2023

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Thakur Ramnarayan College of Arts & Commerce through its authorized Signatory Principal Dr. Ravish R. Singh, having its registered office at Ramnarayan Educational Campus, Swami Vivekananda Marg, Anand Nagar, Dahisar East, Mumbai, Maharashtra, 400068 (hereinafter referred to as "PARTY OF THE SECOND PART" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in business and permitted assigns) of the Other Part.

(The First, & Second Parties shall individually be referred to as "Party" and two of them collectively shall be referred to as "Parties")

WHEREAS

- A. Ambition Learning Solutions are the mandated executors of Financial Literacy Workshops for various Stock Exchanges & Mutual Funds. Our main objective is to educate and empower individuals by driving Investor Awareness Workshops to create financial literacy so that they can make sound informed decisions with respect to their personal finances.
- B. Both parties are desirous of entering into MOU to declare their respective intentions and to establish a basis of co-operation and collaboration between them and believe that collaboration and co-operation between them will help to achieve below mentioned objectives:
 - Providing workshops to students on financial literacy including basic concepts of financial markets, financial investments, services and institutions
 - Providing opportunities of learning to students through Add on Programs and Advanced Learning Programs for the bright future in the industry.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS IN MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

1) INTERPRETATION:

1.1) In this MOU reference to: -

- a) Any agreement or document(s) shall be construed as a reference to such agreement or document as the same may have been amended, varied, supplemented or novated in writing at the relevant time in accordance with

- the requirements of such agreement or document and if applicable, of this MOU with respect to the amendments;
- b) Any clause(s), annexure(s), schedule(s), or exhibit(s) is to such clause(s) or annexure(s) or schedule(s) or exhibit(s) to this MOU, unless the context otherwise requires;
 - c) Any gender includes a reference to all genders and words importing the singular include the plural and vice versa;
 - d) Any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
 - e) Knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness of such person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a person of ordinary prudence.

1.2) The words: -

- a) "Directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- b) "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire MOU or specified clauses of this MOU, as the case may be.
- c) Headings are for information only and shall not form part of the operative provisions of this MOU and shall not be taken into consideration in its interpretation or construction of this MOU.

2. **SCOPE OF THIS MOU:**

Parties agree to collaborate and together jointly conduct/operate the program/s/lecture/activity as per their respective obligations set out in hereinafter.

- 1) Online / Offline Training for students related to Financial Investment including the below-mentioned topics:

Topic # 1 - Introduction to Securities Market

Topic # 2 - KYC Procedure (Opening of Trading and Demat Account)

- Topic # 3** – How to Invest in Initial Public Offer
- Topic # 4** – How to invest in the rights issue
- Topic # 5** – Corporate Action Dividends, Bonus, Splits, etc.
- Topic # 6** – How to buy and sell shares in the Stock Market
- Topic # 7** – Depository Services
- Topic # 8** – Introduction to Mutual Funds
- Topic # 9** – Real Estate Investment Trusts (REITs) & Infrastructure Investment Trusts (InvITs)
- Topic # 10** – Investor Grievance Redressal Mechanism - SEBI Scores, NSE, BSE
- Topic # 11** – Resume Writing - 1 Session
- Topic # 12** – Interview Preparation - 2 Sessions
- Topic # 13** – Communication Skills - 2 Sessions
- Topic # 14** – Group discussion - 1 Session
- Topic # 15** – MCQs Test

(Other features and objectives to be achieved by both parties depending on the purpose of the MOU)

3. TERM OF MOU

- 3.1) This MOU shall come into force from the date of signing by both the parties and shall remain valid for **One Year** and is extendable to two year(s) unless and otherwise terminated by either party as mentioned in Termination of MOU under Clause (4).
- 3.2) This Agreement will be automatically renewed at the end of the term of MOU for a further period no lesser than the term of MOU, until and unless 3 month(s) before the expiry of the term of MOU either Party notifies the other Party in writing of its intention not to renew the same. *(This point is applicable if the MOU is agreed to be renewed or if it is continuous in nature).*
- 3.3) This MOU at the option of the Parties can be renewed by means of a simple exchange of letters.

4. TERMINATION OF MOU:

Either of the Parties may terminate this MOU upon 30 calendar days' notice in writing without assigning any reason(s) whatsoever after specifying that the same is terminated under this clause. During the notice period and in the event of termination under this clause both the Parties shall continue to honour their obligations arising out of this MOU up to the date of such termination. Any act on the part of both the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

5. RELATIONSHIP BETWEEN PARTIES:

- 5.1) This Agreement is entered into by the Parties on a '*Principal to Principal*' basis. The Parties agree that in performing their respective responsibilities pursuant to this Agreement they are independent contractors and their Representative/s are not agents or employees of the other Party for tax purposes or any other purposes whatsoever, and are not entitled to each other's employee benefits.
- 5.2) Each Party assumes full responsibility for the acts and omissions of its Representative/s and neither Party has the authority to make commitments, enter into contracts on behalf of, bind or otherwise obligate the other Party in any manner whatsoever.
- 5.3) Each Party is solely responsible for the compensation of its personnel and payment of workmen's compensation, disability and other deductions, labour and welfare benefits, insurance and similar benefits and for the withholding of any taxes.
- 5.4) Neither Party shall assign or transfer all or any of its rights, benefits or obligations under the MOU without obtaining other Party's prior written approval.
- 5.5) This MOU constitutes the entire MOU between the Parties including all the annexures with respect to the subject matter hereof and supersedes all prior written MOUs, Letter of Intent, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this MOU. Neither this MOU nor any provision hereof is intended to confer upon any person other than the Parties to this MOU any rights or remedies hereunder.
- 5.6) Any provision of the MOU may be amended or waived if, and only if such amendment or waiver is in writing and signed mutually by both the parties.
- 5.7) Notwithstanding anything contained in this MOU, neither Party shall be held liable for any default or delay in performance of any obligation under the MOU on account of any reason beyond its reasonable control, including but not limited to fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, changes to the rules, or default of third party or any cause or event, arising out of or attributable to war, other than shortage or lack of money.

6. OBLIGATIONS OF THE PARTIES:

Obligations of Party of First Part:

- Providing professional training to students for financial investments.

- Enhancing soft skill of students through interactive training sections.
- Providing practical guidelines to staff and students for financial investments

Obligation of Party of Second Part:

- Providing access to students
- Providing infrastructure for the training programs
- Providing an administrative support system

7. MUTUAL REPRESENTATIONS AND WARRANTIES:

This MOU is being executed by the Parties hereto on the basis of their representations and warranties given to each other, including that:

- 7.1) They are fully authorized and entitled to enter into this MOU and are not subject to any obligation or disability which will or might prevent them from complying with and performing all the conditions and obligations to be complied with and performed under this MOU;
- 7.2) The persons executing this MOU on its behalf have express authority to do so, and, in so doing, bind the respective Parties thereto. Further, the performance of this MOU has been duly authorized by all necessary action and compliances and this MOU is a valid and binding obligation of both the Parties, enforceable in accordance with its terms;
- 7.3) They will not incur any liability on behalf of, nor pledge the other Party's credit without its prior written approval; nor will they assign this MOU in any manner whatsoever;
- 7.4) They will not do anything that would affect or cause any warranty, representation or undertaking by them to be or become untrue or incapable of being fulfilled;
- 7.5) They will not at any time do anything detrimental to the other Party, nor will they indulge in any activity or participate in any transaction which is likely to jeopardise, applicability of this MOU, nor will they do any act, matter, deed or thing during the term of this MOU which is prohibited by or which is contrary to the provisions of any applicable laws, or that is in any manner prejudicial to the interests of each other;
- 7.6) They have not and will not violate or infringe the rights of any third party, including property, contractual, employment, trade secrets, proprietary information, non-disclosure rights, or IP and shall not violate any applicable laws;
- 7.7) They have not and will not use/copy, trademarks, service marks, any tag line, any text, photos, pictures, images, brand logo, labels, trade dressing,

- product, services, operations of the other Party without its prior written permission;
- 7.8) They will diligently safeguard and treat as confidential information all technical, commercial, economic, regulatory and business information which may come to their knowledge by virtue of this MOU;
 - 7.9) They will at all times perform their duties and obligations herein to the best of their abilities;
 - 7.10) They will provide the other Party with such information and/or assistance as is reasonably required by the other Party for the performance of its obligations under this MOU;
 - 7.11) They have carefully reviewed this MOU and have consulted with such advisors as they consider appropriate in connection with this and are not subject to any covenants, or restrictions, including without limitation any covenants, or restrictions which would be breached or violated by entering into this MOU;
 - 7.12) They have obtained all necessary approvals, consents, licenses and authorizations to enter into this MOU and to perform and carry out its obligations hereunder and further those necessary approvals, consents, licenses and authorizations will be promptly renewed and be in full force and effect during the term of this MOU;
 - 7.13) None of the representations, warranties or statements contained in this MOU contain any untrue statement of a material fact or omits to state any material fact necessary in order to make any of such representations, warranties or statements not misleading and there is no other information which has not been disclosed to the other Party which can prejudice any right, title, claim, privilege and interest of that Party under this MOU.

8. INTELLECTUAL PROPERTY RIGHTS:

Both the parties acknowledge all the IPR rights of each other and nothing contained in this MOU shall confer any rights on each other and undertake not to use the IP in conjunction with any other activities on its behalf and shall never represent itself to be the proprietor of the IP of the other, except as may be or specifically permitted.

9. CONFIDENTIAL INFORMATION:

Confidential information shall mean any information furnished by either one party to the other either directly or indirectly in writing, orally including and without limitation any documents, prototypes, media, samples and documentation. Confidential information shall also include without limitation any materials, trade secrets, intellectual property, know-how, proprietary

information, financial and operational information and all other non-public information, analysis, reports, studies, summaries, extracts or other documentation, data or material relating to the current and /or future operations or activities of either Party. Both the Parties agree to keep confidential all such information and shall not disclose the same, either in whole or in part to any person or any third party without written consent of the other. Both the Parties further agree that they shall not during the term of this MOU and for a period of ___ years thereafter, disclose to any person any secret or confidential information with respect to matters of the other in its possession or which either Party may come to know during the term of this MOU.

10. **SEVERABILITY:**

The invalidity or unenforceability of any provisions of this MOU in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this MOU in such jurisdiction or the validity, legality or enforceability of this MOU, including any such provisions, in any other jurisdiction, it being intended that all rights and obligations of each of us shall be enforceable to the fullest extent permitted by law.

11. **INDEMNITY:**

Parties hereby expressly agree to indemnify and keep indemnified each other at all times and make good any loss, damage, suffered or incurred by each other due to any wilful act by the staff/employee/personnel/representative of the other party, in the performance of their duties and obligations. Parties further agree to indemnify and keep indemnified each other from and against any loss, damage or liability arising as a result of any act of omission or commission or in respect of non-observance of any statutory requirement with respect to this MOU,

12. **GENERAL PROVISIONS:**

- 12.1) No change, amendment or modification of this MOU shall be valid or binding upon the Parties hereto unless such change, amendment or modification is in writing and duly executed by the Parties hereto.
- 12.2) This MOU shall be binding on the Parties and their respective successors and permitted assignees. Each of the Parties to this MOU may not assign its rights or obligations under the MOU to any other Person, except with the prior written consent of the other Party or in accordance with the terms of this MOU which consent shall not be unreasonably withheld.
- 12.3) This MOU may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This MOU may contain more than one counterpart of the

signature page, and this MOU may be executed by affixing such signature pages executed by the Parties to one copy of the MOU; all such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signatories had signed a single page. Electronic signature of this Agreement by PDF, JPEG or other electronic means shall be deemed to be originally signed counterpart of this MOU.

13. LAW & JURISDICTION

Any disputes arising out of, this MOU shall be governed by and construed in accordance with the laws of India.

13.1) Each of the Parties agree that if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this MOU, the Parties shall attempt, for a period of thirty days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either Party may refer the matter to Arbitrator(s).

13.2) 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 and Conciliation Act, 1996 or any of its subsequent amendments. Both the Parties will mutually appoint a Sole Arbitrator after mutual discussion as per the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The Arbitration Proceedings shall be in English. During the conduct of arbitration proceedings, the Parties shall bear the cost of the proceedings. Eventually, all costs and expenses of the Arbitration shall be borne by such Party in such manner as awarded by the Arbitral Tribunal.

14. COMMUNICATION:

Each notice, demand or any other communication given or made under this MOU shall be in writing and delivered or sent to the relevant Party at its postal address or e-mail ID given or such other address or e-mail IDs as the addressee has by seven [7] calendar days prior to the written notice specified to the other Parties. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: -

if delivered in Person or by messenger, when proof of delivery is obtained by the delivering party,

- 14.1) if sent by post upon dispatch and receipt of acknowledgment from postal authorities or online acknowledgement status on the official website of the relevant postal authorities, following the posting, and
14.2) if given or made by e-mail, upon dispatch and the receipt of a read report.

IN WITNESS WHEREOF, each of the Parties hereto entered into this MOU the day and year herein above written and has caused this MOU to be executed by its duly authorized representative(s).

SIGNATURE AND NAME OF PARTIES:

 Signature <i>Shailja</i> Name: Shailja Mishra Designation: Deputy Manager	 Signature <i>Dr. Ravish R. Singh</i> Name: Dr. Ravish R. Singh Designation: Principal
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eClerx

Memorandum of Understanding (MOU)
between

eClerx Services Limited and Thakur Ramnarayan College of Arts and Commerce Mumbai

This Memorandum of Understanding ("MOU") is entered into on **24-May-23** by and between **eClerx Services Limited ("eClerx")**, a company incorporated under the laws of India with its registered office at Sonawala Building, 1st Floor, 29 Bank Street, Fort, Mumbai, 400023, Maharashtra, India and **Thakur Ramnarayan College of Arts and Commerce**, a university established under the laws of India with its registered office **Thakur Ramnarayan Educational Campus, S.V. Road, Dahisar (East), Mumbai-400068**

Purpose

The purpose of this MOU is to establish a partnership between **eClerx and Thakur Ramnarayan College of Arts and Commerce** to enhance the employability of students of the university through skill-based training in Investment Banking.

Agreement

1. eClerx shall provide a program outline of key skills required by the company to **Thakur Ramnarayan College of Arts and Commerce**.
2. **Thakur Ramnarayan College of Arts and Commerce** shall include the skill-based content as outlined in Annexure 1 in its curriculum for final year students (BCom , BA , B.A.M.M.C.,BMS,BBI, BAF, BVOC, FMS,). This is subject to the approval of the university's academic council/Management.
3. **eClerx** may offer apprenticeship, projects, and job opportunities to the students of **Thakur Ramnarayan College of Arts and Commerce** who have successfully completed the skill-based content provided by **eClerx** and clear the assigned assessment & Interviews. For sake of clarity, both the parties agree and understand that **eClerx** is under no obligation to offer any employment or recruit any of the candidates showcased by **Thakur Ramnarayan College of Arts and Commerce** . **eClerx** shall in its sole discretion decided if it wants to employ/recruit or not any of the candidates showcased by **Thakur Ramnarayan College of Arts and Commerce**. The selection process of the suitable candidates will be governed by **eClerx**. In addition, Number of Candidates and the stipend payable to each candidates shall be the discretion of **eClerx**.
4. **Thakur Ramnarayan College of Arts and Commerce** shall facilitate the placement of its students in **eClerx** and other companies by organizing campus recruitment drives, job fairs, and other placement-related activities.
5. The duration of this MOU shall be 2 years from the date of signing. Either Party may terminate this MOU by giving thirty days prior written notice to the other party. Any act on the part of **Thakur Ramnarayan College of Arts and Commerce** or **eClerx**, after termination of this agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU. This MOU may be extended / renewed / amended with mutual consent of the Parties, formalized by a written amendment to this MOU, signed by both the Parties.
6. **Thakur Ramnarayan College of Arts and Commerce** agrees that **eClerx** is not obliged because of this MOU to recruit any fixed number of candidates from the University.
7. eClerx may propose any updation in syllabus of program or curriculum subject to approval by the **Thakur Ramnarayan College of Arts and Commerce** and if required **eClerx** may also suggest changes as and when required.
8. Eclerx assumes no liability for any Indirect, consequential, special, incidental or punitive damages under this MOU.

Confidentiality

Thakur Ramnarayan College of Arts and Commerce shall use Information for the purposes authorized by this MOU and for no other purpose. **Thakur Ramnarayan College of Arts and Commerce** will enter into a Non-Disclosure Agreement (NDA) with **eClerx** upon commencement of the MOU. All information exchanged between **eClerx** and **Thakur Ramnarayan College of Arts and Commerce** under this MOU shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the other party.

Governing Law and Dispute Resolution

This MOU shall be governed by and construed in accordance with the laws of India and the Courts of Mumbai shall have exclusive Jurisdiction in India with regard to any questions, claims or disputes arising out of or in connection with this MOU. Any dispute arising out of or in connection with this MOU shall be resolved amicably by the parties. If the parties are unable to resolve the dispute amicably within 10 days from the date of the dispute, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

Severability

The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

Signatures This MOU shall be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same agreement. The MOU shall come into effect on the date of the last signature below.

Office Address

eClerx Services Limited
Building # 11, 4th, 5th & 6th Floor,
K Raheja Mindspace, Plot # 3,
TTC Industrial Area, Thane Belapur Road, Airoli,
Navi Mumbai – 400 708, Maharashtra, India.
Ph: +91 (022) 4183 2777 | Fax : +91 (022) 4194 3292
www.eClerx.com

Registered Office

eClerx Services Limited
Sonawala Building, 1st Floor, 29 Bank Street, Fort,
Mumbai - 400 023, Maharashtra, India.
Ph: +91 (022) 6614 8301 | Fax: +91 (022) 6614 8655
E-mail ID: contact@eClerx.com | www.eClerx.com
[CIN: L72200MH2000PLC125319]

For eClerx Services Limited:

[signature]



Andrews Simon
Head – Talent Acquisition
Associate Principal
Date - 24-May-23

For Thakur Ramnarayan College of Arts and Commerce:

[signature]



[Dr. Ravish R. Singh, Principal]
[Date - 24-May-23]



Annexure 1 Basics Of Financial Market

Sr.No	Topics	Description	Hours
1	Introduction		
	Types of Financial Markets	Learners will be able to learn: Stock Market Bond Market Foreign Exchange Market (Forex Market): Commodity Market: Derivatives Market:	
2	▪ Market Participants & their Function	<p>It covers a wide range of topics:</p> <ul style="list-style-type: none"> - Understanding the structure and organization of financial markets, including the primary and secondary markets, exchanges, over-the-counter (OTC) markets, and electronic trading platforms. - Familiarizing with various types of financial instruments, such as stocks, bonds, options, futures, and derivatives, and understanding their characteristics, risks, and uses. - Identifying and understanding the roles and functions of different market participants, including institutional investors, individual investors, brokers, dealers, market makers, exchanges, regulators, and other stakeholders. - Learning about the mechanics of market operations, including order types, order routing, trade execution, settlement, and clearing processes. - It also covers details related Types of banks, Brokers, Dealer and agents, custodians, clearing house, exchange, regulators, depository, assest managers, agent bank and hedge funds 	12-20 hrs
	Types of Banks (Commercial / PB / IB)		
	Brokers, Dealer and Agents		
	Custodians		
	Clearing House		
	Exchange		
	Regulators		
	Depository		
	Asset Managers		
	Agent bank / Participant bank		
Hedge Funds			
3	Risks & Types of risk (Systematic & Unsystematic)	<p>This topic will cover Market risk, Credit risk, Liquidity risk and operational risk. Several types of market risk that participants will learn: Equity Risk; Interest Rate Risk; Foreign Exchange Risk; Commodity Price Risk;Credit Risk; Liquidity Risk; Regulatory Risk; Systemic Risk.</p> <p>Topic will cover both traditional financial assets as well as derivative products. Traditional Financial Assets: Stocks or equities: Bonds or fixed-income securities; Learners should be able to : Demonstrate the knowledge of the regulatoryframework for financial derivate Demonstrate the knowledge of the operations of derivatives exchanges, and be able to compare and constrast exchange traded and over the counter instrument. Demonstrate the detailed knowledge of the different types of derivative products Demonstrate the detailed understanding of</p>	
	Products		
	▪ Financial Assets		
	Bonds		
	Loans		
	Equity		
	Mutual Funds		
	▪ Derivative Products		
	Future		
	Forwards		
Options			
Swaps			

		the variables which influence the value of such derivatives and the relationship of financial derivatives to their underlying assets.
4	Investment Banking (comprehensive description)	
	Structure	Learner should be able to learn: Concept of investment banks Importance of investment banking structure of investment banking functions of investment banking Role of investment banking
	Front Office	
	- Middle Office	
	Back Office	
5	Shared Services	
		Learners should be able to : Learn shared services in financial market which includes Data Management & MIS Wealth Product Control Financial Control Taxation Legal Documentation - IB services in Primary, Secondary Markets - Sell Side / Buy Side

Communication				
Sr.No	Topics	Subtopics	Description	Hours
1	Basics of Communication	Understanding Communication		2
		Types of Communication		
		Barriers in Communication		
		Overcoming Barriers		
2	English Components	Reading Comprehension	This involves reading a passage or a paragraph and answering questions related to it. It tests your ability to understand and interpret written text, and may require you to infer meaning, identify the main idea, or draw conclusions from the passage.	6
		Vocabulary	This includes word meanings, synonyms, antonyms, idioms, and phrases. It tests your knowledge of English words and their usage in different contexts.	
		Grammar	This covers topics such as parts of speech, tenses, subject-verb agreement, sentence structure, and punctuation. It tests your understanding of English grammar rules and your ability to apply them correctly.	
		Writing Skill	This may include essay writing or paragraph writing. It assesses your ability to express your thoughts clearly and coherently in writing, and your skills in organizing and presenting information effectively.	

	Comprehension and Critical Reasoning	This may involve passages or statements that require critical analysis and evaluation. It tests your ability to understand and analyze complex information, and draw logical inferences.
	Error Spotting	This involves identifying and correcting errors in sentences, such as grammatical errors, spelling errors, or punctuation errors. It tests your attention to detail and accuracy in language usage.
	Synonyms and Antonyms	This includes questions on finding synonyms (words with similar meanings) and antonyms (words with opposite meanings). It tests your vocabulary skills and ability to discern word meanings in different contexts.
	Passage Completion	This may involve completing a given passage by filling in the blanks with appropriate words or phrases. It tests your ability to understand the context and use appropriate language to complete the passage.
	Cloze Test	This involves filling in the blanks in a passage with appropriate words or phrases. It tests your ability to understand the context and use contextual clues to fill in the gaps.

Excel Training		
		Duration: 8 Hours
Topic	Details	Hours
Lookup, Text, Logical, Category Functions	Vlookup Functions	1.5
	Hlookup Functions	
	Match Functions	
	Index Functions	
	Combining all these Functions	
Conditional Formatting	Conditional Formatting	2
	Format the range as per condition	
	Editing conditional Formatting.	
	Formula based Conditional Formatting	
Data Validation	Specifying a valid range of values for a cell	1.5
	Specifying a list of valid values for a cell.	
	Specifying custom validations based on formula for a cell	
	Creating Drop down list (Simple and Conditional)	
Managing Table	Managing Table	1
Latest Excel Functions	Latest Excel Functions	
Important Excel Tools	Important Excel Tools	
Advanced Filter	Advanced Filter	
Pivot Table	Understanding a Pivot Table	2
	Data for a Pivot table	
	Creating a Pivot table	
	Add, copy, rearrange, and remove fields	
	Add a calculated field	
	Using the Pivot table filters	
	Changing Pivot table filters	
	Modifying the Pivot Table placement	
	Change Active Field settings	
Pivot Table options		

eClerx

	Change the Pivot Table layout	
	Change the Pivot Table design	
	Change the Pivot Table Tools design style options	
	Crating Pivot Charts	
Charts & Dashboards	Charts & Dashboards	
Total Hours		8



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(Set up by an Act of Parliament)

Western India Regional Council

To,

Dr. Ravish R. Singh

Principal

Thakur Ramnarayan College of Arts & Commerce

Thakur Ramnarayan Educational Campus, Swami Vivekananda Marg,

Anand Nagar, Dahisar East, Mumbai 400068

LETTER OF COLLABORATION

Between WIRC of ICAI and Thakur Ramnarayan College of Arts & Commerce, Mumbai

The Institute of Chartered Accountants of India (ICAI) is the Nation's vital partner in economic growth.

The Western India Regional Council (WIRC of ICAI), with its office in Mumbai, is the largest Regional Council amongst the five Regional Councils of ICAI, with a membership of approximately 1,70,000 CAs and about 2,50,000 students. The WIRC of ICAI has been instrumental in providing Continuous Professional Education to its Members and to the students by organizing various seminars, workshops, intensive study courses, modular training courses covering diverse areas of professional interest. As a testimony of its continuous effort the WIRC of ICAI has been consistently adjudged as the best Regional Council of ICAI.

The WIRC of ICAI organizes many activities related to the members and students which is an ideal platform for the Chartered Accountants in practice and service, to participate and gain the benefit of the doyens of the profession addressing the Conference on topics ranging from subjects on GST, Industry, Technology, Financial Services, and matters related to Professional Development.

With respect to the Collaboration between WIRC of ICAI and Thakur Ramnarayan College of Arts & Commerce, Mumbai the areas of support are:

- ✓ WIRC will provide the program structure and syllabus for the training.
- ✓ WIRC will nominate the resource person for imparting training.
- ✓ WIRC will conduct the training under Train, Earn & Learn Scheme.
- ✓ WIRC will conduct evaluation after the completion of training.
- ✓ WIRC will facilitate the placement of students for internship with CA. Firm for a period of one year.
- ✓ Blockchain Platform if the College may require.



The College shall:

- ✓ Popularise the program.
- ✓ Form batches of 125-150 Students
- ✓ Monitor the payment of fees by each student and collect the participation fees and collectively give one cheque in name of "WiRC of ICAI".

The Letter of Collaboration (LOC) will be effective for TEL training period as from the date of signing.

This LOC does not constitute any financial commitment by either institution.

The Letter of Collaboration is solely for the purpose of imparting for Skill development for the students of the college and is not intended to be legally binding.

With Regards,



CA. Arpit Kabra
Chairman WIRC of ICAI

Kindiy acknowledge and give your acceptance.

Name: **DR. RAVISH R. SINGH**

Designation: **PRINCIPAL**

College Name: **THAKUR RAMNARAYAN COLLEGE OF ARTS & COMMERCE**

Sign:



Date: **11 July 2023**



**MOU BETWEEN
BOMBAY RECYCLING
CONCERN
AND
THAKUR RAMNARAYAN
COLLEGE OF ARTS
AND COMMERCE**

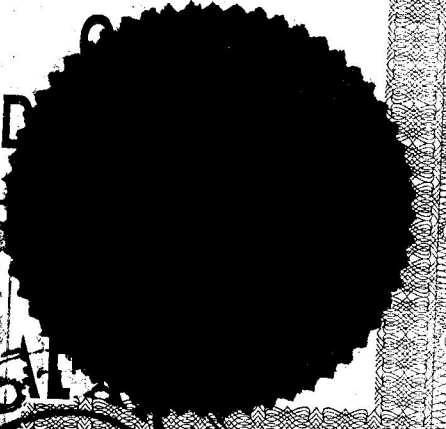
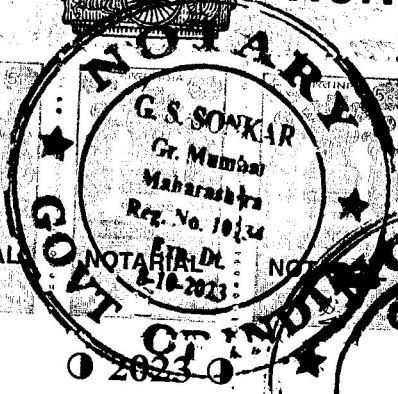
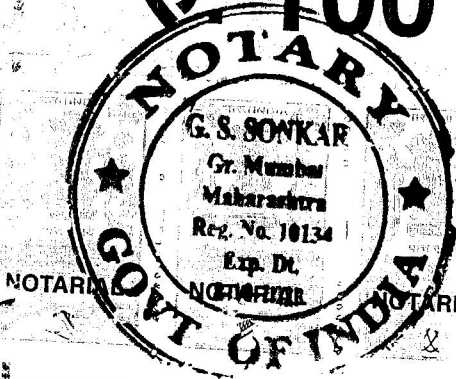
भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

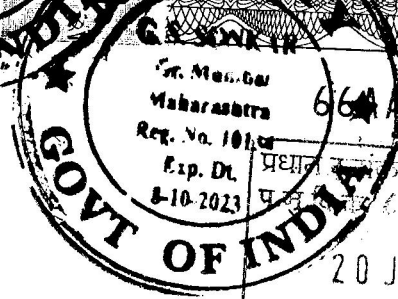
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महाराष्ट्र MAHARASHTRA

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प्रधान कार्यालय, मुंबई
पत्र क्र. 6000098
20 JUL 2023
संकेत आधिकारी

MEMORANDUM OF UNDERSTANDING

Bombay Recycling Concern LLP (BRC), a Social Enterprise Established In 2019 and has its office at Shop No. 8, Kasturi Villa CHS, Plot No. 44 A, Opp - New Beautiful Shop, Sector 20, Kharghar. Navi Mumbai.

1. Primarily the Bombay Recycling Concern LLP will assist the clothes recyclers community to access used and recyclable clothes from urban areas. The collected clothes are upcycle in weekly rural markets as well as urban markets for selling it to poor farmers, labor classes and needy people at low prices through community secondhand weekly/daily markets. It will therefore save environmental degradation due to the textiles & fashion industry. It will save usable good quality clothes from becoming part of landfills or dumping ground.

MOU

2 1 JUL 2023

जोड़पत्र-२/Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्र./दिनांक.....
२. वस्ताचा प्रकार
३. वस्त नोंदणी करणार आहेत का ?
४. मिळकतीचे थोडक्यात वर्णन.....
५. मुद्रांक विकत घेणाऱ्याचे नांव व सही.....
६. हस्त अंमलपत्र त्यांचे नाव, पत्ता व सही
७. हस्तपत्र पहावयाचे नाव.....
८. सुट्टीचे एक प्रमाण.....

Vinod M. Hindraj
 Mulund - 81

Bombay Recycling Concern LLP

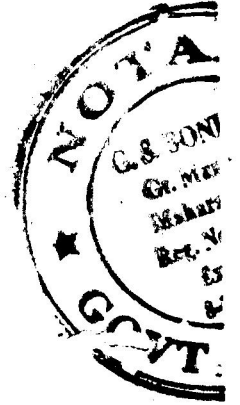
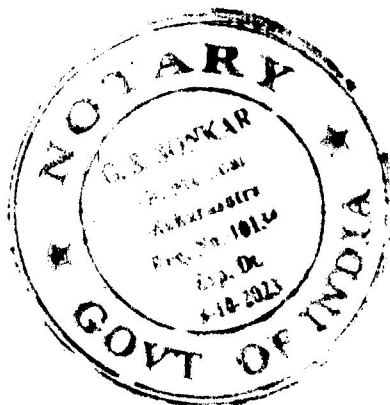
९. परवानगी किंवा मुद्रांक विक्रीच्या सही व परवाना अथवा कोणत्याही मुद्रांक विक्रीची ठिकाण / पत्ता

परवाना क्रमांक ००००२६

मुद्रांक विक्रीचे ठिकाण/पत्ता: बांद्रा वार अचोसिएशन भास्कर मिलींग, २रा माला, सोमर वेकर, बांद्रा मेट्रोपोलिटन मॅजिस्ट्रेट कॉर्ड, ए. के. मार्ग, बांद्रा पूर्व, मु. ४०००५२.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे प्रकारक आहे.


 सौ. शिरानी दापोळकर



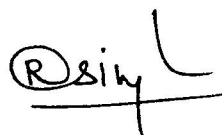
2. The Bombay Recycling Concern LLP will build a recycling hub to enable marginalized communities to lead a life of dignity and economic resilience with environmentally friendly solutions and sustainable trade model practice by community for six decades.
3. The Bombay Recycling Concern LLP will be providing collection services to "Thakur Ramnarayan College of Arts and Commerce" -(TRCAC) Thakur Ramnarayan Educational Campus, Swami Vivekananda Marg, Anand Nagar, Dahisar East, Mumbai, Maharashtra 400068. They are encouraging recycling solutions for household used materials and for the established institutions/individual person. BRC will be getting usable used clothes from "Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) for community development programs to promote Reuse, Repair , Upcycling and Recycling concept for the used materials(usable clothes) or promote secondhand goods marketing for poor needy people or new generation.
4. We will be getting used clothes collection leads (pick-up) ,bulk quantities clothes, collection drive support from Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) for community development programs in urban as well as Rural areas distribution channels.

BRC ROLES

- We will arrange a Waghari community person for collection of usable clothes from Thakur Ramnarayan College of Arts and Commerce" - (TRCAC).
- BRC will pay basic payment for collection expenses/ travel expenses to college students volunteering collection for community (Rs 8-10 per kg) / NSS department/head of campaign/ whomever authorized person from college. This is

clear that BRC has no role to decide price and demand supply quantities of usable used clothes as we are not selling collected clothes to community but we charged minimum fees for arranging pick-up for covering our organizational experience and We just provide free pick-up service to Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) and providing livelihood earning support for community development program from donated clothes to Waghari community members who earns their livelihood by reselling second-hand clothes to rural poor people and urban poor people.

- BRC will arrange 5-6 community persons for pick-up facilities and whatever used clothes the community collects from leads given by Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) , they will take usable clothes free of cost from institution or keep it for personal use or repair, mend and wash themselves for their livelihood purpose e.g resale to Urban poor or Rural poor or both.
- Leads are provided by Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) from their contacts/advertisement/enquiries/online/offline/event/other expenses BRC will not pay anything for leads generation or marketing expenses or other expenses.
- Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) can use our logo, name and contact details in their college events, posters, banners and advertisement purposes.
- We will use college name in our event, campaign and tie-up with other institutions as well
- Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) can promote our free individual pickup services from home. We can promote reusing systems and encourage Reuse Repair and Reintroduce used clothes to needy people around us.

- Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) informs/asks for pickup arrangements at least two days in advance, pick-up time between 11am to 5pm and Monday to Friday.
- Thakur Ramnarayan College of Arts and Commerce" - (TRCAC) needs to maintain all pick-up records and prepare reports monthly/data sheet shared with BRC admin and check timely.
- Accounting and payments (volunteering expenses) should be looked at by the BRC every month.
- We both can share our Waghari community development program in all the social media platforms for more support and cooperation.
- That The MOU should enter into force on the date of Signing 21st day of July 2023 till 20th day of July 2025. The MOU should remain in force for a period of two years. The MOU should be automatically renewed for successive periods of Two years in case that neither side gives six month prior notice in writing of its intention to terminate the MOU.

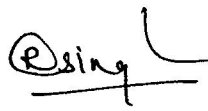
Solemnly affirmed at Mumbai on this 21st day of July 2023.

Bombay Recycling Concern LLP

 Designated partner



Bombay Recycling Concern LLP



Thakur Ramnarayan College of Arts and Commerce" - (TRCAC).



ATTESTED BY ME


 G. S. SONKAR
 NOTARY GOVT. OF INDIA
 NOTARY GR. MUMBAI
 MAHARASHTRA

21 JUL 2023

. his Document is attested
Notary is Not responsible
for its Contents

|| H.I. 3.3.3.3.17 ||



महाराष्ट्र MAHARASHTRA

2023

58AA 801725



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the **23rd January 2024**

By and Between

STAR HEALTH AND ALLIED INSURANCE COMPANY LTD having its registered office at No:1, New Tank Street, Valluvar kottam High Road, Nungambakkam, Chennai- 600034 a company duly incorporated under Companies Act 1956 and licensed by Insurance Regulatory and Development Authority of India to carry on the business of Health Insurance bearing License no 129 represented by its ,Mr. Dheeraj Goal Regional Head (Hereinafter referred to as '**Star Health Insurance**'),

Rsingh *[Signature]*

the company which expression, unless excluded by the subject or context shall include its successors-in-office, administrators and assigns).

AND

Thakur Ramnarayan College of Arts and Commerce Thakur Ramnarayan Educational Campus, Swami Vivekananda Marg, Anand Nagar, Dahisar East, Mumbai, Maharashtra 400068

Star Health Insurance and **Thakur Ramnarayan College of Arts and Commerce** are hereinafter jointly referred to as 'Parties' and individually as 'Party') The Star Health Insurance and the **Thakur Ramnarayan College of Arts and Commerce** have come to an understanding to conduct the Vocational/Elective course for promoting insurance awareness and enhancing employment opportunities for the students in Health Insurance Sector. Star Health Insurance will be the operational institution responsible for implementing the proposed certificate course governed by this MOU. The Star Health Insurance and Thakur Ramnarayan College of Arts and Commerce agree that collaboration and co-operation between themselves will promote more effective use of their resources for mutual interest in enhancing opportunities for students. Both Parties being legal entities have decided to sign this MOU based on mutually agreed terms and conditions.

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

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

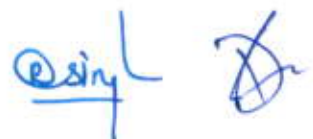
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1



opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 Star Health Insurance shall facilitate effective utilization of the intellectual capabilities of their faculty and their resources in developing syllabus/course modules and conducting capacity building, keeping in view the needs of the students. Thakur Ramnarayan College of Arts and Commerce shall provide the required support for the smooth implementation of the above.

1.3 The general terms of this understanding shall be governed by this MOU and this MOU shall represent entire understanding as to the subject matter hereof and shall supersede any prior correspondence exchanged understanding between the Parties in this regard

2. SCOPE OF THE MOU

2.1 **Programme:** Under this project Star Health Insurance will collaborate with the Thakur Ramnarayan College of Arts and Commerce jointly to offer programs for enrolment of students in the Vocational/Elective course offered by Acropolis Institute. The Star Health Insurance in consultation with the Thakur Ramnarayan College of Arts and Commerce will introduce the vocational/elective course for Health Insurance through Online Platforms/Offline classroom sessions at Institute premises, depending upon circumstances. Both parties undertake close co-operation so as to ensure major benefit to student community to enhance their knowledge and skills. The curriculum shall be devised by Star Health Insurance Training and to be approved by the Institute as per norms.



2.2 **Eligibility:** They should have completed 18 years of age at the time of joining the course. In view of online classes, those having uninterrupted access to internet facility shall be given priority.

2.3 **Hours of Coverage:** The duration of course would be for 35 hours.

2.4 **Financial Commitments:** The First Party shall bear the expenses of the Faculty/ development and publication of course materials / conducting the course as per regulatory norms . Star Health Insurance Company has no objection in the Institute charging fee as per Institute norms from Students for enrolling in the vocational course in Health Insurance.

2.5 **Certificate:** The students after completion of the vocational course and on passing prescribed exam as applicable would be eligible for certification.

2.6 The First Party may consider providing self-employment opportunities to candidates successfully completing the certificate course subject to fulfilment of their eligibility under Regulations.

2.7 The Student who takes up this certificate course offered by the Institute after their successful completion of IC 38 exams shall take up appointment as Agent with Star Health Insurance, if they so desire.

3. OBLIGATIONS OF THE PARTIES

Obligations of the Institute:

The Institute undertakes to:

- A. Identify the students interested/willing to participate in the Vocational/Elective Course on Health Insurance.

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature appears to be 'R Singh' and the second is a stylized signature.

- B. Appoint focal points to coordinate with Star Health Insurance concerning all aspects of implementation of the course for its smooth functioning in Institute and constituent colleges as applicable.
- C. Monitoring Attendance – Institute shall monitor the attendance of the students enrolled for the course and share the same with Star Health Insurance, as per prescribed frequency mutually agreed upon.
- D. To ensure no absenteeism or cancellation of sessions planned for the smooth conduct of the course.
- E. The Institute shall ensure that students should attend the examination conducted by Insurance Institute of India without fail.
- F. On being declared passed, distribute certificates to the students who have successfully completed the course.

Obligations of Star Health Insurance:

- A. Star Health Insurance Training shall be fully responsible for the preparation of the course curriculum and course design. Star Health Insurance Training shall be responsible for conducting the health insurance course. Star Health Insurance Training shall conduct the course for a total period of 35 hours.
- B. The period in which it will be covered and the Number of sessions per week per day will be arrived at, as mutually agreed upon with the Second Party.
- C. Training will be conducted on Zoom online or Offline platform to start with.



- D. The course will be delivered in Hindi/Punjabi/English.
- E. The trainers would be provided by the Star Health Insurance.
- F. Printing of course completion certificate, under joint signatures using Star Health Insurance and Institute Logo/Emblem.

The above list is representative and not exhaustive.

4. SINGLE POINT OF CONTACT

Each party shall provide the other party with single point of contact (SPOC) for each functional area for all inquiries regarding the implementation of this MOU/conduct of the course. Each party shall accept all inquiries from the other Party and provide timely and coordinated responses.

The First Party appoints Shri---Dheeraj Goyal Star Health Insurance, as Course Director and SPOC, on its behalf.

5. CONFIDENTIALITY

Except as otherwise specified herein, each Party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other Party in the course of the relationship governed by this MOU that the Disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, sought in good faith to be treated as proprietary and/or confidential by the Receiving Party, including without limitation any information disclosed by insurer and will make no use of such information and know-how except under the terms and during the existence of this MOU. Each Party shall provide such confidential information to the other Party on trust. Both Parties shall treat the terms and conditions of this MOU as confidential; however, either Party



may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business. The Receiving Party shall take all such steps to prevent unauthorized access to the Disclosing Party's confidential information as it takes to protect its own confidential information. The Receiving Party shall not use the Disclosing Party's confidential information for any purposes other than in connection with performing its obligations or exercising its right under this MOU. However, the parties to this MOU may disclose the confidential data if it is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or a court order. Upon the disclosing party's written request at any time or following the completion or termination of this MOU, the Receiving Party shall promptly return to the Disclosing party provide under or in connection with this MOU, including all copies, portions and summaries thereof. The Receiving Party should not disclose to third party the confidential information provided by the Disclosing party for a further period of 3 years even after the completion of duration of the Course.

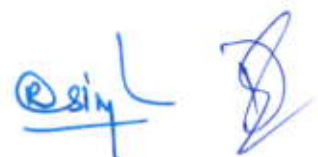
6. OWNERSHIP OF DATA

The ownership of Courseware and Data provided by the Star Health Insurance would rest with it. The data received by the Institute from Star Health Insurance shall, at all times, remain exclusive property of Star Health Insurance.

7. LIMITATION OF LIABILITY

The Star Health Insurance shall not be in any manner held liable for

i) Discharging any financial commitments made by Institute.

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ii) Any suit on account of demands for infringement of copyright and other laws by the Institute which have no nexus with the object of the MOU being entered into.

iii) The Institute shall ensure that all its software used as a platform of conducting classes is legally authorized. The Star Health Insurance shall not be responsible in any way for any liabilities arising out of use of pirated software.

iv) Neither Party shall be liable to the other Party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either Party has been advised of the possibility of the incurrence by the other Party of any such damages.

8. NOTICE

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or electronic mail or post or courier or facsimile at the address mentioned in the recitals. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being put in the post and if sent by courier, one day after being handed over to the courier, if sent by electronic mail, when the electronic mail leaves the email server of the sender and if sent by facsimile, when sent to the correct facsimile number (on receipt of a confirmation).

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9. COMPLIANCE WITH LAWS AND REGULATIONS

Each Party is obligated to comply with relevant laws and regulations applicable to it.

10. PUBLICITY

The parties to this agreement agree that they shall not use the Logo, trademarks, trade name or other proprietary makes of the other party in any advertising, press releases without prior written approval of the other party.

11. INDEMNITY

Either party shall indemnify each other and undertake to hold harmless of the other Party from and against any damages, liabilities, expenses and disbursements / any legal proceedings initiated in respect of or relating to his MOU.

12. SEVERABILITY

In case of any provision of the MOU be declared illegal, unenforceable in law the parties hereto will cooperate in all ways open to them to obtain substantially the same result as may be possible including taking appropriate steps to amend, modify or alter this MOU if necessary.

13. TERM & TERMINATION

13.1 The terms of this MOU shall commence on the effective date of signing and will be valid for a period of one year on mutually agreed terms, during which period the parties will take effective steps for the implementation of this MOU.

13.2 Either party may terminate this MOU by giving 30 days' notice period in writing. Notwithstanding such termination, all the batches of students already admitted into the Certificate Course during the currency of this MOU,



each Party is bound to perform their respective obligations as enumerated under this MOU.

14. AMENDMENT TO THE AGREEMENT

During the tenure of MOU in operation, circumstances may arise requiring for alteration or modifications which can be done after mutual discussion and agreed upon in writing by the parties.

15. FORCE MAJEURE

It is expressly agreed that neither Party shall be liable for any default, delay or lapse occurring due to reasons of Force Majeure which includes acts of God or any other events beyond the reasonable control of Parties war, strike, theft, tempest, sabotage, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided, however, that in the event a Force Majeure Event persists for Thirty (30) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.

16. DISPUTE RESOLUTION

16.1. Governing Laws: This Agreement shall be governed by and construed in accordance with laws in India.

16.2. Dispute Resolution: Any dispute arising between the Parties in connection with this Agreement shall at first instance be resolved amicably between the Parties through mutual discussions failing which each Party hereby agrees to resolve the dispute by referring to the sole Arbitrator appointed by mutual agreement. The Arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996. The seat of Arbitration will be at Chennai and cost will be shared by the parties.



16.3 **Jurisdiction:** The courts located in Chennai will have exclusive jurisdiction.

For Star Health Insurance

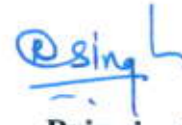
Thakur Ramnarayan College

of Arts and Commerce



Regional Head

(AUTHORISED SIGNATORY)



Principal

(AUTHORISED SIGNATORY)

Shri. Dheeraj Goyal (Regional Head)	DR. Ravish. R.Singh (Principal)
Add: Star Health & Allied Insurance Company Mumbai Zonal Office 349,Business Point 204/205 , Western Express Highway , Andheri East , Mumbai – 400 069	Add: Thakur Ramnarayan Educational Campus, Swami Vivekananda Marg, Anand Nagar, Dahisar East, Mumbai, Maharashtra 400068
Mobile # 9819592175	Mobile # 8097234012
E-mail: dheerajgoyal@starhealth.in	E-mail: ravishrsingh.org.in

Witness 1:



SARITA NAIR.

Witness 2:



Ms. Daksha Choudhary