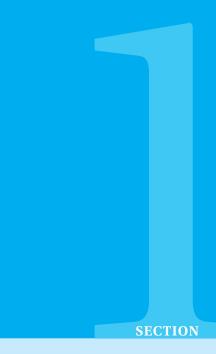
MoUs with Industries

Society for Computer Technology & Research's PUNE INSTITUTE OF COMPUTER TECHNOLOGY

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Summary of MoUs

Society for Computer Technology & Research's



PUNE INSTITUTE OF COMPUTER TECHNOLOGY

S. No. 27, Near Trimurti Chowk, Dhankawadi, Pune – 411043.

Summary of MOU's

Sr. No.	Name of the MoU / Collaboration / linkage	Year of signing MoU	Duration of MoU / collaboration / linkage
1	E Cell IIT Bombay Technology	2017-18	1 Year
2	<u>Konnect</u>	2017-18	1 Year
3	ni logic	2017-18	1 Year
4	GPIO Technology India Pvt. Ltd, PUNE	2017-18	1 Year
5	<u>10oxyfy Pvt. Ltd</u> ;	2017-18	1 Year
6	Indeed Inspiring Infotech	2017-18	2 years
7	e-Zest Software Solutions	2017-18	5 years
8	NTT DATA	2017-18	5 Years
9	<u>3DPLM/ Dassault systems</u>	2017-18	5 years
10	SaS Research & Development Pvt Ltd;	2017-18	1 Year
11	IEEE Pune Section	2018-19	2 Years
12	Red Hat Academy	2018-19	1 year
13	BMC Software Ltd.	2019-20	1 Year
14	PILZ India	2019-20	1 Year
15	Secure Things	2019-20	1 Year
16	Centiro Solutions private Limited	2019-20	1 year
17	Centre of Police Research, Pune	2019-20	1 year
18	National Crime Records Bureau	2019-20	5 Years
19	Indo Universal Collaboration for Engineering Education	2020-21	3 Years
20	Cypher Rock	2020-21	1 Years
21	Sarvatra Technologies Pvt. Ltd.	2020-21	5 years
22	SaS Research & Development Pvt Ltd	2020-21	1 year
23	IBM Ltd	2020-21	2 years
24	Centiro Solutions Private Limited	2020-21	1 year
25	<u>Veritas`</u>	2020-21	1 Year
26	Algo Analytics	2020-21	2 Years

Society for Computer Technology & Research's



PUNE INSTITUTE OF COMPUTER TECHNOLOGY

S. No. 27, Near Trimurti Chowk, Dhankawadi, Pune – 411043.

Sr. No.	Name of the MoU / Collaboration / linkage	Year of signing MoU	Duration of MoU / collaboration / linkage	
27	US Technology International Pvt. Ltd.	2020-21	1 Year	
28	Xenstack LLC, USA Xenstack Solutions	2020.21	1 year	
28	India Pvt.Ltd.	2020-21		
29	Girl script foundation, Nagpur, PICT CSI	2020-21	3 months	
30	Athlon University Ireland	2020-21	3 years	
31	ATAL Incubation centre (Pondicherry	2020-21	1 year	
51	engineering college foundation, Puducherry	2020-21		
32	BMC Software India Pvt. Ltd	2020-21	1 Year	
33	Prescient Technology	2020-21	1 Year	
34	Vodafone Intelligent Solutions (VOIS)	2021 -22	1 years	
35	Hira Automation Pvt. Ltd., Pune	2021 - 22	2 years	
36	Cybge CSR - Khusboo Chritable Trust	2021 - 22	3 years	
37	Huf India Pvt. Ltd., Pune	2021-22	1 years	
38	Crypto University (Chaturideas)	2021-22	1 year	
39	The Institution of Engineers (India)	2021-22	10 months	
40	Babel PTE. LTD.	2021-22	1 year	
41	Cionsub India pvt ltd.	2021-22	2 years	
42	Master Card Technology Pvt. Ltd.	2021-22	3 Years	
43	Mithi Software	2021-22	3 Years	
44	Cakesoft Ltd	2021-22	2 years	
45	University Of Johannesburg	2021-22	3 Years	
46	Accel Systems, pune	2022-23	1 years	
47	Iconics research and training institute(IRTI)-	2022-23	1 years	
	Robotics ,Pune		i years	
48	K D Automation, Pune	2022-23	1 years	
49	Lohia Mechatronik Pvt.Ltd	2022-23	1 years	
50	PICT Automobile Club	2022-23	1 year	
51	JyoSH AI Soultions pvt.ltd.	2022-23	3 years	

SECTION

Summary of MoU activities

Society for Computer Technology & Research's



PUNE INSTITUTE OF COMPUTER TECHNOLOGY

S. No. 27, Near Trimurti Chowk, Dhankawadi, Pune – 411043.

Summary of Activities done under MOU's

Sr. No.	Name of the MoU / Collaboration / linkage		
	Final Year Project entitled : 1.Depth Estimation Using Stereo Vision 2. Multilevel		
1	Authentication (Securing your security)		
2	Final Year Project entitled "Integration of SPICE simulation interface with editor"		
3	Final Year Project entitled : IOT infrastructure for Bluetooth to Wi-Fi gateway		
	Final Year Project entitled : "Industry 4.0 ready Mechanical Press Automation using		
4	<u>PLC "</u>		
5	Faculty Development Program on Blockchain and Machine Learning at IBM.		
6	Internship work award to be given by Sarvatra to all groups based on performance.		
7	The evaluation is done. Results are awaited from Sarvatra technologies.11 students completed internship, 8 ongoing		
,			
8	DevOps and Cloud Automation		
9	Final Year Project entitled : "Autonomous intelligent Vehicle "		
10	Certificate Course on "Fundamentals of AI and Machine Learning"		
	Jointly select the undergraduate students to work in the identified areas of interest		
11 and carry out project named "Data Insight Studio"			
12	Participation of courses and internship		
13	T.E.curriculum based 3-4 months internship -07 students, stipend of Rs.10000/- per		
12	month to all students		
14	Final Year Project entitled : 1.Depth Estimation Using Stereo Vision 2. Multilevel		
	Authentication (Securing your security)		

3.1.1SECTION

MoU Document PICT -XenStack







Memorandum of Understanding for Academic and Industry Institute Interaction Between

SCTR'S Pune Institute of Computer Technology, Pune And

Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd.

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Memorandum of Understanding for Academic and Industry Institute Interaction Between SCTR'S Pune Institute of Computer Technology, Pune And Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd.

This Memorandum of Understanding (MOU) is entered into on this Thursday of 29/12/2020, by and between Pune Institute of Computer Technology, Pune (hereinafter referred as "**PICT**") and Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. (hereinafter referred as "**XenStack**")

PICT and **Xenstack** agree that cooperation in Industry Institute Interaction, Certification Training, Internship, Final Placement and student and faculty exchanges would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and educational activities such as:

- 1) Internship and Final placements
- 2) Certification Training
- 3) Webinar, Guest lecturer and workshops
- 4) FDP (Faculty Development Programme)
- 5) Consultancy work on industry projects
- 6) Center of Excellence for DevOps and Cloud Automation

WHEREAS PICT is a leading educational institution in the field of Technical Education. AND WHEREAS Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. is into business of providing high end software development, Corporate Training, consultancy, staffing solutions such as internships and other IT allied services. AND WHEREAS Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. is desirous to collaborate with PICT for conducting Seminar, Workshop, Guest Lectures, Webinars and providing certification training, internship and placement opportunities to PICT students which shall be subject to the availability of vacancies. AND WHEREAS PICT has agreed for such collaboration.

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AND NOW THEREFORE, Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. and PICT, in consideration of the mutual representations, warranties and covenants contained herein, and subject to the terms and conditions set forth in this MOU, and intending to be legally bound, hereby agree as follows:

1. DURATION

This MOU shall be valid for a term of One (1) year from the effective date and shall be renewed for such further period as may be decided mutually by both the parties.

2. OBJECTIVES:

PICT AND Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. will supplement and complement each other in the areas of mutual benefits for the expertise of students and corresponding need of Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd.

- 1) To provide Internship opportunities and Final placements for students
- 2) To Provide certification Training
- 3) To design & implement Industry specific course
- 4) Conduct Webinar, Guest lecturer and workshop as per availability
- 5) Conduct FDP
- 6) Consultancy work on industry projects

3. COMMERCIALS:

The Commercials will be discussed and finalized separately and would be documented through raising necessary PO and Invoice on the other party

4. Deliverables from XenStack:

XenStack is a trusted partner, an International DevOps, Cloud, Machine learning, Big Data and a leader in the Cyber Security space.

XenStack is a leading organization in DevOps & Cloud Corporation!

A team that takes pride in our readiness to solve some of the most complex technical challenges in existence. With challenges spanning government to commercial, you'll have the unique

opportunity to work on projects that are literally evolving our nation's cyber space and Machine Learning capabilities. We all share a common passion and aspiration – to serve a mission much

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bigger than ourselves. When you join our team, you'll be part of a rare collection of thought leaders and game-changing innovators. XenStack is pleased to offer internship program with your esteemed College **PICT** & provide a career building opportunity.

XenStack will prepare students to be a Full Stack Developer and proficient in DevOps, Cloud Services, Cyber Security and Data Science Domains.

XenStack may use the name of the institute on their website for institute Campaigns and photographs of the institute Campaign may be uploaded on the website.

XenStack will provide Internship and Certification Training in following domains:

- Cloud Computing
- Linux Operating system Administration
- Machine learning & Analysis
- RDBMS Database technologies
- Big Data Analytics
- Python Programming
- DevOps Technologies using docker and Kubernetes
- Continuous Development and Continuous integration using Jenkins
- Systems Security Engineering
- Network engineering and architecture
- Threat Validation and Mitigation
- Configuration Management using Ansible, Puppet & Terraform.

Apart from this, **XenStack** will also provide access to its own Private **XenStack Cloud** with production and development work loads prebuilt with daily data ingested from Facebook, Twitter, New York Metro service, WHO, United Nations ...,

Students will also get access to Cloud services with total benefits of more than 1000\$.

XenStack will provide sponsored FDP/workshop in every semester.

Encourage & support faculties, students for R&D activities and IPR.

Placement Opportunities will be given to deserving candidates. Also, students who enroll for Training & Internship Program will get placement assistance and consultations.

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Consultancy work will be done by both the parties & the consultancy amount will be paid to the concerned faculty or institute for their valuable contribution in company projects.

All above things will be implemented under Center of Excellence

5. Deliverables from PICT:

PICT has to ensure availability of following infrastructure requirements.

- A properly closed computer lab in college with basic computer facilities, with a capacity of at least 30 seats where students can attend the deliverables/sessions with permission from college authorities.
- The venue must be available to use for time slot communicated and agreed by both parties
- The college students will be informed in advance about the e-mail and publicity posters.
- The institute has to ensure availability of following organizational requirements in their college.
 - i) One Faculty In charge
 - ii) 4 student volunteers from each class/ branch of Engineering
 - iii) Wi-Fi facility during the sessions
 - iv) Computers/PC's with pre-installed tools and software as requested by XenStack

6. CONFIDENTIALITY:

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 parties 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 on a **5** | P a g e

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"need to know basis" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

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, title and interest therein.

Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.

7. CO-ORDINATION:

Both the parties shall appoint one person as one point of contact/Co-Ordinator for smooth execution of the MOU.

PICT has nominated the following person as its Co-coordinator:

Vinay V Thamke

Asst. Prof. Dept. IT

Persons Name and Designation

Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. has nominated the following person as its Co-coordinator:

Cler 84

Mr. Atul Mokal, Managing Director,

Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd.

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FOR PICT

Dr. R. Sreemathy, Principal PICT, Pune FOR Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd.

Mr. Atul Mokal, Managing Director. Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. Phone: +91 9960867704 Email: atul.mokal@xenstack.io



Dr. P. T. Kulkarni, Director PICT, Pune

Witness to both:

1. Prof. Shyam Deshmukh

Asst. Prof. Dept. IT

prashant sreedharan

2. PRASHANT S., Managing Director,

Xenstack LLC, USA || Xenstack Solutions India Pvt. Ltd. 7 | Page

1. 17

3.1.2SECTION

Activities Under MoU with XenStack



Department of Information Technology

Date: -23/01/2021

Report on

"One-week Online STTP on "DevOps and Cloud Automation"

One week online Short Term Training Program in collaboration with Xenstack Solutions Pvt. Ltd. on "DevOps and Cloud Automation" was organized successfully by the Department of Information Technology at SCTR's Pune Institute of Computer Technology, Pune, from 08th January to 14th January 2021. The detailed report is as follows:

Chief Patron:	Patron	
 Hon. Shri R. S. Kothavale (Managing Trustee, PICT, Pune) Shri. S. M. Sirsikar (Secretary, SCTR, Pune) 	 Director: Dr. P. T. Kulkarni Principal: Dr. R. Sreemathy HOD, IT: Dr. A. M Bagade 	
Managing Committee:	Coordinators	
Prof. Abhijit Karve	• Prof. Shyam Desmukh,	
Prof. Swapnil Mane	• Prof. Vinay V. Thamke	
Mr. Mangesh Shegokar		

• Invited Speaker Information:

Sr. No	Name of Speaker	Designation	Phone	Email
1	Mr. Prashant S	Managing Director, Xenstack LLC, USA	+1(650)826-9528	prashant@xenstack.io
2	Mr. Atual Mokal	Managing Director, Xenstack Solutions India Pvt. Ltd.	+919960867704	atul.mokal@xenstack.io
3	Mr. Suprit Kulkarni	Sr. DevOps Engineer, Xenstack Solutions India Pvt. Ltd.	+919960033423	suprit@xenstack.io
4	Mr. Bipin Yadav	Asso. DevOps Engineer, Xenstack Solutions India Pvt. Ltd.	+919004222973	bipin.yadav@xenstack.io
5	Mr. Yash Mestry	Cyber Security Analyst, Xenstack Solutions India Pvt. Ltd.	+61455100223	yash.mestry@xenstack.io



Department of Information Technology

• Schedule of STTP:

Day and Time	Date	Contents
Friday	08-01-2021	• AWS
9:00 am		Setup Laptop for Development
Saturday	09-01-2021	• Linux
9:15 am		• Vagrant
Monday	11-01-2021	Ansible
9:15 am		• Terraform
Tuesday	12-01-2021	• Docker
9:15 am		• Kubernetes
Wednesday	13-01-2021	Cyber Security
9:15 am		• Certification Steps & it's importance
Thursday	14-01-2021	Certification Test
9:15 am		Feedback

We received an overwhelming response for the registration with 234 participants including students and faculties of all the departments.

The opening ceremony held online on 08th of January 2021 at 9.00 am. Inauguration started with the introduction and objectives of STTP by Prof. Vinay Thamke. Dr. A. M. Bagade, Head of IT department enlightened participants with his valuable words. Managing director Mr. Atul Mokal introduced Xenstack Solutions India about their area of expertise and job opportunities in the field of Devops and Cloud Automation. Xenstack Solutions LLC, USA Managing director, Mr. Prashant Sreedharan introduced STTP course content and the deployment of various several cloud applications by Xenstack solutions. Expert speaker, daily introduced participants to the topics as per schedule, provided hands on sessions to participants and shared their real world experiences of working in the area of expertise. All the sessions were interactive where participants asked various doubts about the domain and also attempted the assignments provided time to time. We have provided the recordings regularly which helped participants to complete assignments provided by the experts.

Total 74 participants were eligible for the award of e-Certificate as per the criteria announced.

The feedback of by the participants is as follows:



Department of Information Technology

• Feedback received from participants:

Name	Any Feedback you want to let us know about.
Aparna	I got a good exposure of all the trending technologies that are helpful to keep oneself
Dineshkumar Bumb	sustained in this growing IT world. i really got to learn new things.
Apeksha Balasaheb Bhosale	Everything was really great I just want to say, Thank you so much XENSTACK team for giving us such an opportunity to learn and even experience these important concepts and technologies in hands on manner, it really help me a lot to clear basic concepts and also perform everything by my own.
Seema H. Chandak	It was great experience and learning overall
Saarth Deshpande	The Session is extremely informative, especially for those who have not explored Devops in too much depth. Thank you very much for organizing this.
Medha Badamikar	The sessions were organized and well-conducted. Tools like Docker ,Kubernetes, Ansible are awesome and I look forward to incorporate these in my future projects. Thank you.
Prathmesh Rajendra	Overall sessions was very helpful and informative. I have learned lot of new things from
Rajguru	the workshop. Thank you for conducting this workshop for us
Amit Madhav Shinde	It was a good workshop, only last days were little faster otherwise a great experience. Thanks for the opportunity!!
Suyash Manoj More	I got the best insight's of DevOps and it created interest in me about new technology and cloud.
ABHINAV	Thanks alot for conducting the wonderful workshop on cloud computing, Web security
KUMAR THAKUR	and DevOps. It really grew my interest in these new domains.
Krutika Patil	Overall the session was really good and interesting.
Yashodeep uttam Shelar	Sttp is very nice and we learned many things new as this is only trailer so we wish to watch whole movi
Sourav Kotkar	The workshop was very helpful and informative. I learnt a lot of stuff and it was interesting.
URMILA SHRIKANT PAWAR	speed of execution should be little bit moderate.
Manasi Arun Muluk	Workshop was best and much more informative. Keep arranging such workshops.
Manasi Hatekar	This was a really eye opening session which introduced me to the domain of DevOps. Thank you Xenstack for giving us an opportunity to attend this session I definitely took away a lot from this short program. A special thanks to all the teachers who taught us, they were very well informed and made the sessions interesting.
Rutuja Abhijit Kulkarni	Speed of explanation should be low
Smeet Ramteke	The sessions were learning oriented and I had a lot of fun in the workshop. I really loved the session taken by Yash Sir. His demos in the end were very inspiring, and his session made me realize the significance of security. The docker and kubernetes session seemed a bit too fast for me. Would love to have a workshop on Cybersecurity too. Thank you to all my teachers for this opportunity.
Swarupkumar Shivaji Suradkar	All sessions are good
Soudagar Londhe	Session was excellent, we came to know about such softwares.
Mrs Rekha A Kulkarni	Came to know about many new technologies



SCTR's Pune Institute of Computer Technology, Pune

Mukta Sunil	More workshops -let us know in future				
Takalikar					
Ojas Santosh	Thank you for introducing DevOps, its features and advantages as well as its current				
Telwane	application and future scope.				
Deepa Nitesh	The sessions were really interesting and I got to learn many new things from the				
Agrawal	sessions.				
Gaurav Dhok	it was well planned and nicely executed				
Mangesh K	It was an very informative workshop				
Shegokar					
Chandrakantesh P	Good Interactive sessions, Thank You !!				
More					
Shivendra Bhonsle	speed was fast				
SPARSH UMESH	NO EVERYTHING UNDERSTOOD WELL				
SONAWANE					
Shubham Raju	The overall sessions were too good, got to learn a lot of new things.				
Salunke					
Tanishk Shailendra	The session was really great. Got a chance to learn a lot new things in this new domain.				
Rane	It was really helpful for me. I would like to thank the Whole Xenstack team for this				
	STTP!				
Nishant Khaladkar	You could cover less concepts but in a slow, detailed manner. That way it could have				
	been a great workshop than being a good workshop :)				
Shubham Shivaji	This was indeed a great session. Looking forward for more!				
Ghule					
vaibhav Pallod	It was awesome workshop ever i had attended . I came to know about various alot of				
	new technologies thank you !				
KOMAL	Very nice training so informative it build my interest in Devops . Thank you so much .				
LOKHANDE					
Shubham Raju	The overall sessions were too good, got to learn a lot of new things.				
Salunke					
Puneet Shailesh	It was overall a good session.				
Dhanuka					
Rashmi Ranmale	All the session were informative and interesting				
Rishi Akash Dange	It could be better if practical implementation part could be improvised more, preferably				
C	starting from scratch				
Eshwari Bhausaheb	Informative sessions				
Patole					
Sagar Sandeep	The session was nice but can you please from next time reduce the speed of teaching				
Dhoot	and focus more on interactive session. I mean at some point I personally was felling that				
	the session is becoming monotonous.				
Ranveer Avhad	Thank you for such wonderful session, looking forward for more.				
Amruta Mahesh	The course bring the interest in DevOps. Thank you team.				
Darak					
Mrs Shital Patil	Very good session				
ivits Sintai I atti					

Department of Information Technology



SCTR's Pune Institute of Computer Technology, Pune

Department of Information Technology

• STTP Brochure:



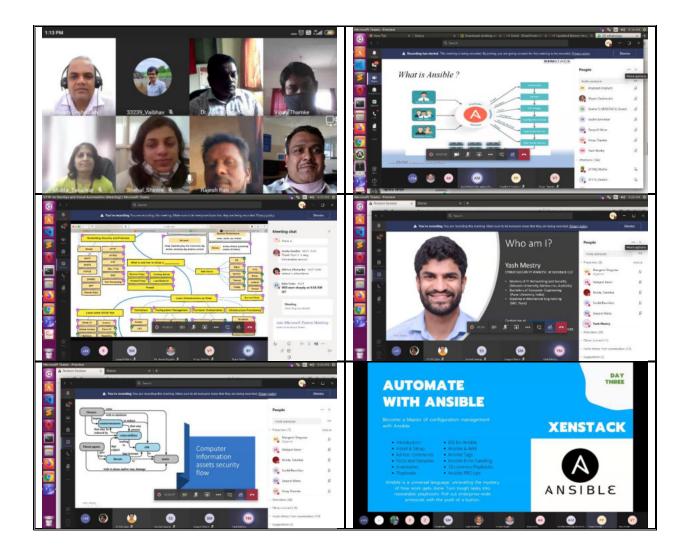
STRY RESOURCE PERSONS	PROGRAM SCHEDULE			
	Indicative Timing	Date		
Ar. Prashant S aging Director tack LLC, USA	Friday 9:00 am	08-01-2021	AWS Setup Laptop for Developmen	
Mr. Atul Mokal	Saturday 9:15 am	09-01-2021	Linux Vagrant	
Managing Director Xenstack Solutions	Monday 9:15 am	11-01-2021	Ansible Terraform	
India Pvt. Ltd	Tuesday 9:15 am	12-01-2021	DockerKubernetes	
Suprit Kulkarni evOps Engineer Instack Solutions India Pvt. Ltd	Wednesday 9:15 am	13-01-2021	Cyber Security Certification Steps & it's importance	
Mr. Bipin Yadav	Thursday 9:15 am	14-01-2021	 Certification Test Feedback 	
Asso. DevOps Engineer Xenstack Solutions India Pvt. Ltd	Registration Link: https://forms.gle/		STRATION Or Scan for registration KX7	
Mr. Yash Mestry iecurity Analyst stack Solutions India Pvt Ltd	Last Date of Regist Contact for queries Mr. Vinay Thamke: Mr. Abhijit Karve: Mr. Swapnil Mane:	9604871195 9850596521	221 till 2 pm	



SCTR's Pune Institute of Computer Technology, Pune

Department of Information Technology

• Glimpses of STTP



3.2.1SECTION

MoU Document PICT - IBM

Pune Institute of Computer Technology, Pune and IBM agree that all discussions between the parties regarding a potential arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029 and Pune Institute of Computer Technology ("PICT") with offices located at Survey No. 27, Near Trimurti Chowk, Dhankawadi, Pune, Maharashtra 411043.

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the engagement that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations, engagements and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed engagement are described in Attachment 1.

2. Termination

This MOU will terminate on 1st Sept 2022 unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations, engagements and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations, engagements and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by PICT and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

5. Publicity

IBM and PICT each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MOU does not purport to cover all aspects of this engagement.

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the PICT and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document. Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship/engagements with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of $1^{\rm st}\,{\rm Sep}\,\,2020$.

IBM India Private Limited

By:

Pune Institute of Computer Technology, Pune

CL Bv:

Name: MONA BHARADWAJ

Name: Dr. P.T. Kulkarni

Title: KEAD - UNIVERSITY RELATIONS Title: Principal

IBMINDIA PVT LTD.

Attachment 1

IBM may engage with PICT for the following types of engagements:

- Technical sessions and workshops for students from PICT CS, IT, E & TC departments on emerging technologies
 - IBM SMEs to deliver this over 1 2 days
 - IBM SMEs to share the pre-requisites a week before the tech session/workshop for students
- IBM may invite at least 2 faculty members to the IBM Faculty Development Programs (FDP)
- Expert Lectures
 - IBM SMEs may deliver a session or two as Industry Lectures
 - Maximum of five hours per semester
- Member of Department Advisory Board
 - IBM SME may be appointed on the on the Department Advisory Board to suggest recommendations for continual improvement
 - Provided, IBM or IBM personnel recommendations are provided as is without any warranties or undertakings. PICT shall in its sole discretion decide whether or not to implement or act on such recommendations and IBM shall have no liability or responsibility if PICT acts on/implements or relies in such recommendations.
- GRM Projects
 - Short term Projects of 4 6 weeks' tenure may be announced on the IBM GRM Portal
 - Students of PICT to apply on the portal subject to the terms and conditions stipulated therein.
 - IBM SMEs to interview and assess students and select them for the project
 - To engage the selected students on short term projects and remotely mentor them to complete the project

PICT to assure

- PICT to provide a best possible campus hiring slot for the campus recruitment process for placements/internships as per mutual convenience.
- Faculty support from CS / IT /E & TC Engineering for successful execution of above listed engagements as relevant.
- PICT to provide the necessary infrastructure for successful delivery of tech session/workshop/FDP.
- PICT to ensure attendance of a minimum of 30 students for the tech sessions/workshops.
 - IBM has the right to call off the session/workshop if the attendance if less than 80% of the intended participation.
- PICT to ensure that all pre-requisites for the FDP are met by the faculty attending the FDP.
- PICT to ensure that Faculty who attend the IBM FDP carry back the learnings and teach the same to their students.

Attachment 2



Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- obtained from a source other than the Discloser without obligation of confidentiality;
- publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and knowhow contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this

Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Pupe Institute of Computer Technology

By PICT representative Authorized Signature Name (type or print): Dr. P.T. Kulkarni Date: Identification number: Address: Survey No. 27, Near Trimurti

Chowk, Dhankawadi, Pune - 411043, India

Agreed to: **IBM India Private Limited** By IBM Authorized representative Authorized Signature Name (type or print): MON A BHARADWA 5 Date: 30 SEPI 2020 Agreement number: IBM address: No. 12, Subramanya Arcade, Bannerghatta Road, Bangalore 560029, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.

Page 7

3.2.2SECTION

Activities Under MoU with IBM

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KUSHAL CHORDIYA

FROM

PICT

FOR PARTICIPATING & COMPLETING THE PROJECT **CITIZEN INFORMATION GATHERING SYSTEM USING AI (CIGS)** UNDER THE GLOBAL REMOTE MENTORING PROGRAM CONDUCTED BY IBM INDIA PRIVATE LIMITED FROM AUGUST 2020 TO OCTOBER 2020 IBM Mentors : **YOGESH SINGH | SOURAV BHATTACHARJEE**

Horabajpan

Mona Bharadwaj Head of University Relations, IBM India Private Limited



MIHIR KUMAR

FROM

PICT

FOR PARTICIPATING & COMPLETING THE PROJECT **CONTEXT SENSITIVE ASSISTANT FOR CITIZENS (CSAC)** UNDER THE GLOBAL REMOTE MENTORING PROGRAM CONDUCTED BY IBM INDIA PRIVATE LIMITED FROM AUGUST 2020 TO OCTOBER 2020 IBM Mentors : **YOGESH SINGH | SOURAV BHATTACHARJEE**

Horabajpan

Mona Bharadwaj Head of University Relations, IBM India Private Limited



PRATHAMESH JOSHI

FROM

PICT

FOR PARTICIPATING & COMPLETING THE PROJECT **CITIZEN INFORMATION GATHERING SYSTEM USING AI (CIGS)** UNDER THE GLOBAL REMOTE MENTORING PROGRAM CONDUCTED BY IBM INDIA PRIVATE LIMITED FROM AUGUST 2020 TO OCTOBER 2020 IBM Mentors : **YOGESH SINGH | SOURAV BHATTACHARJEE**

Horabajpan

Mona Bharadwaj Head of University Relations, IBM India Private Limited



SHAILESH BORATE

FROM

PICT

FOR PARTICIPATING & COMPLETING THE PROJECT **CITIZEN INFORMATION GATHERING SYSTEM USING AI (CIGS)** UNDER THE GLOBAL REMOTE MENTORING PROGRAM CONDUCTED BY IBM INDIA PRIVATE LIMITED FROM AUGUST 2020 TO OCTOBER 2020 IBM Mentors : **YOGESH SINGH | SOURAV BHATTACHARJEE**

Horabajpan

Mona Bharadwaj Head of University Relations, IBM India Private Limited



SIDHEE HANDE

FROM

PICT

FOR PARTICIPATING & COMPLETING THE PROJECT **CONTEXT SENSITIVE ASSISTANT FOR CITIZENS (CSAC)** UNDER THE GLOBAL REMOTE MENTORING PROGRAM CONDUCTED BY IBM INDIA PRIVATE LIMITED FROM AUGUST 2020 TO OCTOBER 2020 IBM Mentors : **YOGESH SINGH | SOURAV BHATTACHARJEE**

Horabajpan

Mona Bharadwaj Head of University Relations, IBM India Private Limited



THIS IS TO CERTIFY THAT Dr. Geetanjali Kale

ATTENDED THE 5 Day FDP on Blockchain and Machine Learning

CONDUCTED BY IBM INDIA UNIVERSITY RELATIONS.

Morabajpan

Mona Bharadwaj Head of University Relations, IBM India

Date: 27th - 31st July, 2020



THIS IS TO CERTIFY THAT Mukta Takalikar

ATTENDED THE 5 Day FDP on Blockchain and Machine Learning

CONDUCTED BY IBM INDIA UNIVERSITY RELATIONS.

Morabajpan

Mona Bharadwaj Head of University Relations, IBM India

Date: 27th - 31st July, 2020



THIS IS TO CERTIFY THAT Pranjali Joshi

ATTENDED THE _____5 Day FDP on Blockchain and Machine Learning

CONDUCTED BY IBM INDIA UNIVERSITY RELATIONS.

Morabajpan

Mona Bharadwaj Head of University Relations, IBM India

Date: 27th - 31st July, 2020



THIS IS TO CERTIFY THAT Snehal Shintre

ATTENDED THE 5 Day FDP on Blockchain and Machine Learning

CONDUCTED BY IBM INDIA UNIVERSITY RELATIONS.

Morabajpan

Mona Bharadwaj Head of University Relations, IBM India

Date: 27th - 31st July, 2020

3.3.1SECTION

MoU Document PICT -Prescient

MEMORANDUM OF UNDERSTANDING

Between

PRESCIENT TECHNOLOGIES PRIVATE LIMITED, PUNE

and

PUNE INSTITUTE OF COMPUTER TECHNOLOGY (PICT), PUNE

This memorandum of understanding is signed on the _____ day of October 2020, between the following:

PRESCIENT TECHNOLOGIES PRIVATE LIMITED, PUNE

and

PUNE INSTITUTE OF COMPUTER TECHNOLOGY (PICT), PUNE

This Memorandum of Understanding is proposed for the Electronics and Telecommunication (E&TC) Engineering Department of PICT under the Institute – Industry Interaction.

Through this Memorandum of Understanding, the two parties agree to the following.

- Department of E&TC Engg., PICT and Prescient Technologies shall jointly select the undergraduate students to work in the identified areas of interest.
- During the project, the students will show due reverence and follow all the rules and regulations framed by Prescient Technologies & PICT; with reference to professional ethics, morals and administrative aspects.
- 3. IPR developed during the project will be owned by Prescient Technologies.
- Faculty of Department of E&TC Engg, at PICT will be involved in regular review and project assessment processes.
- Students involved in the project assigned by Prescient Technologies, must sign a Non-Disclosure Agreement (NDA).
- Students will be permitted to use the available facilities and resources in PICT and Prescient Technologies, unconditionally and at no cost.

- None of the parties (Prescient Technologies Private Limited or PICT) will share any financial liability of the project.
- It is necessary for the students to complete the project in stipulated time and it is mandatory for the students to present and demonstrate the undertaken project at Department of E&TC, PICT for the Savitribai Phule Pune University, SPPU examination.
- It is also mandatory for the students to execute the source codes, related hardware and software and exhibit all the results during the regular assessment and SPPU examination.
- 10 This MoU is valid for academic year 2020-21 and it will be continued with mutual understanding. Progress of the activities under this MOU will be reviewed regularly by Prescient Technologies and the faculty coordinators at PICT.
- PICT Students are responsible for regularly communicating with Prescient Technologies regarding progress on the project
- 12 Prescient Technologies will provide guidance and direction regarding the assigned project. Students are expected to conduct technical research and present results in details. PICT faculty is expected to help the students conduct technical research.
- 13. This activity will be coordinated by Mr. Sunil Khot and Dr. Mousami V. Munot.

Agreed by:

Moast

Dr. Sandeep V. Gaikwad HoD, E&TC Dept., PICT, Pune

Dr. R. Sreemathy Principal, PICT, Pune

Vez

Dr. P. T. Kulkarni Director, PICT, Pune

Mr. Pravin Waghmare Founder and CEO, Prescient Technologies, Pune



Activities Under MoU with Prescient

Crossep No. (12)

Prescient Technologies Pvt Ltd

Date: 29-Dec-20

To, The Principal, PICT, Pune Kind Attention: HOD E&TC /Project Coordinator

Subject: Sponsorship to the project of the Final year students of your department.

Respected Sir,

Following students approached us for sponsored project.

- 1 Chandan Kapadne
- 2 Shwetali Shimangaud
- 3 Atharva Joshi

We are happy to sponsor the project titled "Autonomous Intelligent Vehicle".

Name of the company guide Mr.Shridhar Patil (Project Leader) Office Contact:-02066477958/02066477900 Email ID:shridharp@pre-scient.com

Will be guiding the students till the end of the project, tentatively April end 2021.

We have evaluated the students and feel that we will be able to get the project completed within the stipulated time framed by these students. We also assure you that the students will not be given any work beyond the scope of the project title/ synopsis. We will allow these students to publish the said work in National/International journals/Conferences. We understand that the project topic will be finalized at the discretion of the project evaluation committee at your college. The requisite hardware and software resources will be provided to this group unconditionally and at no cost, however ownership of hardware and software will remain with Prescient Technologies Pvt. Ltd.

The students will not be asked to pay any money based on completion status of the project. In case students purchase hardware/software/services for the project, they will be reimbursed with 100% of expenses. The project related hardware, software and source codes will be allowed to be taken outside the company during project assessment, project exhibition cum competition & examination at PICT only.

All Intellectual Property rights of the project will remain with Prescient Technologies Pvt Ltd.

Thanking you.

Mr.Pravin Waghmare-CEO (Sponsoring Authority.)

till

Mr.Shridhar Patil-Project Leader (Company Guide)

Reg. Office Address: B-507, 4th Floor, Teerth Technospace, Survey No 103, Off Mumbai Bangalore Highway, Baner, Pune – 411045. Telephone: +91 (20) 6647 7900 CIN: U72200PN2000PTC015648 www.pre-scient.com Email: admin@pre-scient.com

Prescient Technologies Pvt. Ltd.

GNOUP NO. (58)

Date: 13th July 2021

CERTIFICATE OF PROJECT COMPLETION

This is to certify that Mihir Purushottam Deshpande a student of Pune Institute of Computer Technology, Pune, has duly completed his project work titled " **3D Modelling using Generative Adversarial Network (3d GAN)**" for Prescient Technologies Private Limited.

During his project work he has met all the key deliverables including the various technical aspects

We at Prescient Technologies Private Limited appreciates his timely and consistent performance. We additionally thank Dr. M. V. Munot and Prof. Rutuja Kulkarni for their guidance of the project.

Sincerely,

antale

For Prescient Technologies Pvt. Ltd Dipak Kambale Math Specialist dipakk@pre-scient.com

Reg. Office Address : Teerth TECHNOSPACE, Survey No. 103. B-507, 4th Floor. Off Mumbai Bangalore Highway. Adjoining Mercedes Benz Showroom, Baner, Pune 411045.

3.4.1SECTION

MoU Document PICT -University Of Johannesburg

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MEMORANDUM OF UNDERSTANDING

FOR

ACADEMIC COLLABORATION

Between

The University Of Johannesburg

(A juristic entity established in terms of the Higher Education Act 101 of 1997(as amended) and represented by Prof Maria Frahm-Ahp in her capacity as Acting Deputy Vice-Chancellor and duly authorised thereto)

and

SCTR's Pune Institute Of Computer Technology, Pune

(An entity affiliated to Savitribai Phule Pune University duly represented by Dr. Prahlad Kulkarni in his capacity as Director and duly authorised thereto)

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1. PREAMBLE

In the pursuit of excellence in scholarship and dissemination of knowledge to generate reciprocal benefit within a framework of openness, fairness, and equity that will serve both the collaborators, The University of Johannesburg (UJ), South Africa, and SCTR's Pune Institute of Computer Techology, Pune (PICT) hereby sign a Memorandum of Understanding ("MoU") for Academic Collaboration.

The two parties have mutually agreed to the following:

2. AIM OF MOU

This MoU aims to provide for cooperation on academic activities of the two parties that will strengthen mutual understanding, foster friendly cooperation, and promote sustainable and productive academic collaboration and exchange between faculty, researchers, and students of both parties.

3. SCOPE OF MOU

Areas of joint activity may include (but are not necessarily limited to) the following:

- 3.1 Exchange of academic employees for research, teaching, and the presentation of special courses in their fields of specialisation;
- 3.2 Student exchange programme in respect of internship, study abroad and joint projects;
- 3.3 Establishment of joint research programmes;
- 3.4 Collaboration on third Party funded educational or economic assistance activities;
- 3.5 Exchange of postgraduate studentsin respect of specific research projectsof interest and importance;
- 3.6 Exchange of scientific and educational literature produced by either or both of the parties, as well as exchange of materials by researchers at both Parties;
- 3.7 Organisation of conferences, seminars, and symposia of mutual interest to the institutions;
- 3.8 Establishment of joint virtual exchanges and virtual collaboration programmes; and any other such activities which may be mutually agreed upon.

4. COMMENCEMENT, DURATION, AND TERMINATION

- 4.1 This MoU will commence on the date of its signing by both parties and shall remain in force for an initial period of three years, with a possibility of renewal, which will be discussed between the parties at least six months before the date of termination.
- 4.2 Any amendment of and/or modification to the MoU will require the written approval from both parties.

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Go to homepage 1

- 4.3 Termination may take place at any time by any of the parties and is fully discretionary and a notice period will apply to any party wishing to terminate the MoU. No reasons have to be provided for termination.
- 4.4 Termination shall, however, not affect the implementation of the projects or programmes established under it prior to such termination.
- 4.5 Any student who has commenced their program/activity at either institution before the date of termination may complete his or her internship/project as if this MoU had not been terminated.

5. ACTIVITIES ENVISAGED

In pursuit of the aim of the MoU, the Parties hereby agree to undertake to promote, within the framework of the provisions of the respective governmentregulations applying in each of the institutions, and subject to the availability of resources, the following activities:

5.1 ACADEMIC COLLABORATION

- 5.1.1 Research collaboration, including joint research projects in areas of mutual interest;
- 5.1.2 Insofar as research can be promoted by a period of residence at the partner university/institute, both parties agree to appropriately support members. Each will ensure that visiting academics are integrated well into existing research terms and, if possible, make working space available to them;
- 5.1.3 Collaboration in teaching and learning activities, whether physically or virtually (online);
- 5.1.4 Any future inter-programme agreements that result from this MoU will be included as binding addendums to this original MoU.

5.2 EXCHANGE OF EMPLOYEES

- 5.2.1 The number, timing, and duration of such exchanges may vary according to the needs of the particular programme.
- 5.2.2 Sharing of library resources such as research papers, indices, books, and magazines on relevant subjects where possible and appropriate will have to comply with both Parties' policies on copyright and intellectual property rights.
- 5.2.3 Sponsoring and conducting joint conferences, seminars, colloquia, training programmes, workshops and other academic meetings on matters of mutual interest.
- 5.2.4 Extending invitations for attending scholarly and technical meetings and assisting in arrangements for attending national and international conferences.
- 5.2.5 Each institution will be responsible for all travel and accommodation arrangements for its own employees.

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5.3 EXCHANGE OF STUDENTS

- 5.3.1 Student exchanges for the purposes of internships or joint projects will be governed under a separate agreement.
- 5.3.2 Students selected for internship/project at the partner institution will be subject to the same rules and regulations as local students. Students will be eligible for all the services and rights normally provided to locally enrolled students.
- 5.3.3 Each student will be responsible for arranging the relevant and or mandatory immigration requirements (e.g., a study permit). Parties agree to assist where necessary with the application for visas.
- 5.3.4 Students are responsible for costs of accommodation, international and local travel in the host country, books, equipment, health insurance, and other expenses.

5.4 ACTIVATION AND CONTINUATION OF COLLABORATION

5.4.1 Each year, the Parties will agree on a list of activities and/or exchanges; these activities will be confirmed in writing and form part of this MoU.

6. INDEMNITY

- 6.1 No party shall be liable to the other Party or its servants, agents, employees or any other person or legal entity associated with the business of the other Party for any loss, injury or damages which may be sustained as a result of this MoU unless there is negligence on the part of that Party.
- 6.2 The Parties hereby indemnify and hold harmless the other Party against any claim, liability, loss, proceedings, expense, and costs of whatsoever nature (save and to the extent caused by the negligence or intentional act(s) (whether direct or indirect, consequential or otherwise).

7. PROGRAMME SPECIFIC AGREEMENTS

- 7.1 This MoU is designed to facilitate mutually beneficial activities, exchanges and programmesto promote research and educational relationships.
- 7.2 Before any of the activities referenced above may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into a separate agreement pertaining to that activity ("Programme Specific Agreement").
- 7.3 The term of such Programme Specific Agreements shall not extend beyond three (3) years in length unless specifically agreed upon and in the event of a period longer than three years needs to comply with all relevant policies and procedures.

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8. FUNDING

- 8.1 The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Programme Specific Agreement related thereto.
- 8.2 The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programmes undertaken under this MoU.

9. CONFIDENTIALITY

- 9.1 Each Party agrees that the other Party's Confidential Information will be held in confidence to the same extent and the same manner as each Party protects its own Confidential Information. However, each Party agrees that in no event will less than reasonable care be used.
- 9.2 Each party shall, however, be permitted to disclose relevant aspects of such confidential information to its officers, employees, and consultants on a need-to-know basis, provided that they have undertaken to protect the Confidential Information to the same extent as required under this MoU.
- 9.3 Each party agrees to use all reasonable steps to ensure that the other Party's Confidential Information received under this MoU is not disclosed in violation of this paragraph.
- 9.4 Confidential Information shall not include information that:
 - 9.4.1 is or becomes generally known or available to the public at large through no negligent act or omission of either Party:
 - 9.4.2 can be demonstrated to have been available lawfully to either Party prior to the disclosure or had thereafter been furnished to either Party without restrictions to disclosure or use or
 - 9.4.3 can be demonstrated to be independently developed by the recipient of Confidential Information without using such Confidential Information. Such independent development is proven based on either Party's records related to such development.

10. CANCELLATION

- 10.1 Should any of the parties fail to comply with any of their obligations in terms of this memorandum; the other Party may cancel the memorandum without prejudice to any rights it may have in terms of the memorandum by giving two (2) months written notice.
- 10.2 Any student who may have commenced at either institution before the date of termination may complete his or her internship/project as if this MoU had not been terminated.

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11. INTELLECTUAL PROPERTY

- 11.1 Any Background Intellectual Property belonging to either Party before the commencement of the MoU will belong to that Party. The other Party will not have a claim against such Background Intellectual Property, which may include, but are not limited to thoughts patents, patent applications, inventions, discoveries and improvements, copyright in documents, computer software, drawings, designs, operational analysis, technology, course material and know-how and written material, including course material of whatever nature compiled for the purpose of this research.
- 11.2 It is the intention of the institutions that all research derived from the collaborative efforts of the two parties will be the joint property of both Parties, proportionate to the Parties' respective contributions unless otherwise specified in a particular departmental MoU or the specific institutional policies on intellectual property or legislation.
- 11.3 If any of the parties want to use the jointly owned research for any other purpose, i.e., delivering of papers and publishing of academic articles, the other Party's written consent will be obtained.

12. DATA PROTECTION

- 12.1 For purposes of this clause, the following definitions are important:
 - 12.1.1 "Data subject" refers to the person to whom personal information relates to
 - 12.1.2 **"Personal Information"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, not limited to
 - (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
 - (b) information relating to the education or the medical, financial, criminal, or employment history of the person;
 - (c) any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
 - (d) biometric information of the person;
 - (e) the personal opinions, views, or preferences of the person;
 - (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

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(g) the views or opinions of another individual about the person; and

M. Frahm. ary.

- (h) the name of theperson if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 12.1.3 **"Processing"** in terms of the Protection of Personal Information Act of 2013, means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including –
 - (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - (b) dissemination by means of transmission, distribution or making available in any other form; or
 - (c) merging, linking as well as restriction, destruction, erasure or destruction of information.
- 12.1.4 Each Party to this MoU undertakes to and shall procure that any of its data operators, agents, and contractors comply with the relevant and applicable Data Protection Legislation and all other applicable data protection legislation and regulations in connection with the performance of its obligations and exercise of its rights under this MoU. In South Africa, the applicable legislation will be the Protection of Personal Information Act of 2013. The cyber laws (procedure and safeguards for information technology along with rules 2009) for protection and which is in enforce in India will be applicable.
- 12.1.5 Without prejudice to the generality of Clause 12.1.4 with respect to any processing of Personal Information under this MoU, each Party to this MoU shall take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Information supplied to it by another Party to this MoU.
- 12.1.6 The Parties acknowledge that any institution in South Africa may not transfer personal information about a data subject to a third party who is in a foreign country unless:
 - (a) the third Party who is the recipient of the information is subject to a law or binding Agreement which provide an adequate level of protection that (i) effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person; and (ii) includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country
 - (b) data subject consented to the transfer of Personal Information;
 - (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible Party and a third party.

Go to homepage 1

13. FORCE MAJEURE

- 13.1 If either Party is prevented, whether in whole or in part, from performing any of its duties, functions or obligations under this MoU, whether timeously or at all, due to an act of God (which for the purposes hereof shall mean any epidemic, pandemic, war, political riots, civil commotions, insurrection, sabotage, legal prohibitions or restrictions), then such failure shall not constitute a breach under this document, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the affected Party shall use its best endeavours to minimise any delay occasioned thereby.
- 13.2 Notwithstanding anything to the contrary contained or implied in this clause, should such delay endure for a period of 3 (three) months or more, then the aggrieved Party shall be entitled, but not obliged, to cancel this Agreement on written notice to the other Party to such effect and that Party shall not have any claim against the aggrieved Party arising therefrom.
- 13.3 At all times, the best interest of any staff and students will be of utmost importance. If there are any identified health risks or the breakout of an epidemic or pandemic, both Parties will evaluate the situation and will mutually agree on the best way forward. Such a force majeure event may lead to the temporary suspension of any exchange programmes. After both Parties have evaluated any relevant risks, a decision must be made to send any visiting students or staff back to their home countries.

14. GENERAL CONSIDERATIONS

- 14.1 The terms of, and the necessary resources for such joint activities and exchange programmes, shall be discussed and mutually agreed upon in writing by both Parties through the liaison officers specified by the parties prior to initiating the activity or programme.
- 14.2 The activities under the MoU will be undertaken by specific appointees from each institution.
- 14.3 Any amendment of and/or modification to the MoU will require the written approval from both parties.
- 14.4 The termination of this MoU shall not affect the implementation of the projects or programmes established under it prior to such termination.
- 14.5 Both institutions agree that they will follow all applicable laws and regulations in both countries as they exist today as well as in the future, including but not limited to any privacy legislation and data protection legislation. However both parties should be aware of the such laws and regulations which are binding on them for any privacy legislations and data protection. Each party is liable to make other party aware of the laws pertaining to collaboration activities.
- 14.6 Exchange of academic information and materials, publications, research databases, and courseware will comply with policies of respective university/institute, on access to information as well as all relevant legislation pertaining to access to information.

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- 14.7 The Parties and each of its owners, affiliates, officers, directors, employees, and agents acting under its instructions and/or influence and taking actions in furtherance of this MoU will comply with all applicable anti-corruption laws, including the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 of the Republic of South Africa and the Indian Code of Criminal Procedure 1973, to the extent that they are applicable. The Parties agree to adhere to any other applicable anti-bribery and anti-corruption laws and regulations applicable in the Republic of South Africa and India (collectively, the "Applicable Anti-Corruption Legislation"). Any non-compliance with any applicable anti-corruption legislation might be an acceptable reason to terminate this MoU.
- 14.8 In the unlikely event of any litigation, such litigation will take place in the country of the Aggrieved Party.
- 14.9 In the unlikely event of any dispute between the parties, the parties will use their best endeavors to resolve the dispute amicably. Should the dispute not be resolved within a reasonable time, and it is of a serious nature, the Aggrieved Party may inform the other Party of its intention of arbitration agreed by both the parties.Such arbitration will take place in the country of the Aggrieved Party, and that country's arbitration legislation will take precedence.

15. DOMICILIA CITANDI et EXECUTANDI

15.1 The contact person listed below will be the responsible person for administration and activation of the collaboration. In the event of the person listed below leaving the employ of the institution, each institution will ensure that a new responsible party is appointed, and that the other institution is informed of this change. The parties choose as their *Domicilium Citandi et Executandi* for all purposes under the MoU, whether in respect of notices or other document communication of whatsoever, the following addresses:

15.1.1 University of Johannesburg

Physical Address

Division for Inernationalisation Auckland Park Kingsway Campus CnrKingsway and University Road Auckland Park 2092 **Postal address** PO Box 524 Auckland Park 2006 **Contact Person: Anisa Khan** Telephone: 011 560 3797 Email: anisak@uj.ac.za

M. Frahm. ad.

- 15.1.2 SCTR's Pune Institute of Computer Technology Pune Physical address: Survey No. 27, Near Trimurti Chowk, Dhankwadi, Pune - 411043 Contact person: Dr. Amar Buchade Email: arbuchade@pict.edu Tel: +919970679879
- 15.2 All notices and any other communications by either Party in terms of this MoU or relating to it shall be given in email to the recipient Party.
- 15.3 Either Party may, by written email to the other Party, change any of the addresses at which (or the designated person for whose attention) those communications are to be given.
- 15.4 The email addresses provided in terms of this MoU will be used for general correspondence purposes.

16. SIGNATORIES

This MoU is made in two equally authentic copies, one for each of the signing parties.

16.1 Signed on behalf of the University of Johannesburg (UJ).

SIGNED at APK campus JhB on this 10 day of June 2022.

SIGNATURE:

M. Frahm- art

NAME IN PRINT: Prof Maria Frahm-Arp

In her capacity as Acting DVC Research and Internationalisation and warranting that she is duly authorised hereto.

WITNESSES SIGNATURE:

WITNESSES NAME:_Anisa Khan, Director Academic Services

16.2 Signed on behalf of SCTR's Pune Institute of Computer Technology

SIGNATURE:

NAME IN PRINT Dr. Prahlad Kulkarni

In his/her capacity as **Director PICT Pune** and warranting that he is duly authorised hereto.

WITNESSES SIGNATURE:

WITNESSES NAME:

M Frahm. ad.

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