

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into on this 25th day of April , 2022 (“**Effective Date**”) by and between:

Quick Heal Foundation, a trust registered under the provisions of Bombay Public Trusts Act, 1950 and having its registered office at Quick Heal Foundation, S. No. 207/1A, Marvel Edge, C building, 7th floor, Office no. 7010, Viman Nagar , Pune 411 014, Maharashtra, India (hereinafter referred to as “**QHF**”, which expression shall unless it be repugnant to the context or meaning hereof mean and include its trustees, executors, administrators and the trustees for the time being constituting QHF).

AND

Annasaheb Magar College, having its headquarters at **Mahadev Nagar , Hadapsar Pune 411028** (hereinafter referred to as “**the Institute**”, which expression shall unless repugnant to the context shall mean and include its administrators, executors and permitted assigns).

WHEREAS:

1. QHF is a non-profit organization engaged in executing Corporate Social Responsibility (“**CSR**”) initiatives of Quick Heal Technologies Limited (“**QHTL**”) including but not limited to promotion of cyber security, promotion of education QHTL is a company incorporated under the provisions of Companies Act, 1956 and a leading provider of internet security solutions having its registered office in Pune, Maharashtra.
2. The Institute is affiliated to Savitribai Phule Pune University, Pune ;
3. QHF desires to collaborate with such third parties to fulfill and implement the CSR initiatives.
4. The Institute has represented to QHF that it desires to participate in and support the CSR initiatives carried out by QHF.
5. Based on the representations made by the Institute, QHF desires to collaborate with the Institute on a non-exclusive basis in order to promote its objectives in accordance with the terms and conditions of this MOU.
6. The Parties wish to enter into this MOU in order to record their intent and understanding for the collaboration.

QHF and the Institute shall individually be referred to as a “**Party**” and collectively as the “**Parties**”.

NOW THIS MOU WITNESSETH AS UNDER:

- 1) **Definitions:** In this MOU, unless the context or meaning otherwise requires, the following words and expressions shall have the following meanings:
 - 1.1 **Applicable Laws** shall mean any and all national, central, state, municipal and / or local legislations, rules, regulations, statutes, ordinances, bye-laws, directions, orders and decrees of any government, statutory or other authority and any other instrument or pronouncement having the force of law as may be issued and as may be in force from time to time.
 - 1.2 **Confidential Information** shall mean such proprietary information or data of either Party which is not available in the public domain and is considered to be confidential by its very nature.

1.3 **Intellectual Property Rights** shall mean all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, know-how and all other proprietary rights, whether registered or unregistered.

1.4 **MOU** shall mean this MOU, together with its Annexures, as may be supplemented, amended, restated or replaced from time to time in accordance with this MOU.

1.5 **Term** shall have the meaning ascribed to it in clause 3.

- 2) **Scope:** The Parties have entered into this MOU on a non-exclusive basis in order to carry out such responsibilities, as more particularly detailed in Annexure A of this MOU. Unless otherwise indicated in Annexure A of this MOU or expressly agreed in writing between the Parties, QHF and the Institute will fulfill its respective obligations herein, respectively at their sole expense and without any cost to the other Party.
- 3) **Term and Termination:** This MOU will be valid and binding on the Parties for a period of one year commencing from the Effective Date unless otherwise terminated in accordance with this MOU. Either Party may terminate this MOU for convenience by providing a written notice of thirty (30) days to the other Party. Without prejudice to any other rights and remedies available to it hereunder or at law, QHF may at its sole discretion terminate this MOU immediately upon providing written notice to the Institute if the Institute is in breach of its obligations hereunder and such breach is not cured within seven (07) days from notice of receipt by QHF informing about such breach. Upon termination or expiry of this MOU, both the Parties will be relieved of their obligations save such liabilities that accrue prior to the termination or expiry of this MOU.
- 4) **Representations and Warranties:** Each of the Parties represents and warrants that it has the capacity to enter into this MOU and perform this MOU and all activities contemplated herein.
- 5) **Confidentiality:** Any information exchanged between the Parties, which is of proprietary and confidential nature, whether or not marked as such, will be treated as Confidential Information. The Parties will protect and maintain the secrecy of Confidential Information exchanged between them and shall disclose the Confidential Information only to its authorized personnel on a need to know basis. Either Party will send a reasonable prior written intimation to the other Party in the event either Party intends to make any public release / statement with regard to this MOU and / or matters contemplated herein.
- 6) **Intellectual Property Rights:** Each Party is the sole and exclusive owner of its Intellectual Property Rights and will not dispute the ownership in Intellectual Property Rights of the other Party. The Parties will seek each other's prior written approval in the event one Party seeks access to the intellectual property of the other Party. The approval to such access, if granted, will be solely for the purposes of this MOU and will not be construed as any transfer of ownership or grant of license.
- 7) **Indemnity:** Each Party will indemnify the other Party from and against third party claim or loss of direct nature arising out of such Party's breach of the provisions of this MOU.
- 8) **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MOU. The total aggregate liability of one Party towards the other

Party will not in any event exceed the sums actually incurred by the Party so liable in performing its respective obligations hereunder.

- 9) **Governing Law and Jurisdiction:** This MOU will be governed by the laws of India. The Parties submit themselves to the exclusive jurisdiction of the courts of Pune, India.
- 10) **Force Majeure:** Neither Party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that Party's reasonable control.
- 11) **Relationship between Parties:** The relationship of the Parties will be on a principal to principal basis. Nothing contained herein is intended to constitute any partnership, joint venture, agency or other relationship between the Parties. QHF will not have legal or other relationship whatsoever with the personnel of the Institute in performing its obligations herein.
- 12) **Notices:** Any notice required to be given by either Party under this MOU shall be in writing and sent by registered mail directed to the following address. In the event any notice is sent by fax mail or telex it will be followed by a confirmation copy. The names of personnel of both the Parties mentioned in this clause will be deemed to be single point of contact between both the Parties for the purposes of this MOU.

To QHF :

Attention : Sugandha Dani

Address: 501, The Metropolitan, Wakadewadi, Shivajinagar, Pune - 411005

Tel Nos.: +91 7219002547

E-mail address: Sugandha.dani@quickhealfoundation.org

To Institute: Annasaheb Magar College,Pune

Attention: Ms Manisha Gadekar J.

Address: Mahadev Nagar , Hadapsar Pune : 411028

Tel Nos.: 9922932037

E-mail address: tomanisha15@gmail.com

A notice given in accordance with this clause is deemed to be received:

- (i) If hand delivered, on delivery.
- (ii) If sent by prepaid post, 5 (five) days after date of posting; or
- (iii) If sent by e-mail, when the sender's system generates a message confirming successful transmission of the notice.

- 13) **Waiver:** Failure to enforce a provision of this MOU will not constitute a waiver.
- 14) **Compliance with Applicable Laws:** Each Party shall comply with the requirements of Applicable Laws while performing its obligations hereunder.
- 15) **Cumulative Rights:** Except as expressly provided herein, the rights, powers and remedies provided in this MOU are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 16) **Assignment:** QHF may assign or transfer its rights and obligations hereunder to any third party without obtaining consent of the Institute.

17) **Miscellaneous:** This MOU: (a) may not be modified or amended, except by mutual written agreement of the Parties; (b) may be executed and delivered in counterparts, including by fax or email, each of which will be deemed an original; (c) has provisions which are severable and distinct from the others and if at any time one or more of such provisions is or becomes Invalid, void and/or illegal the enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby; and (d) constitutes the entire understanding between the Parties in relation to the subject matter hereof and supersedes any previous agreement or negotiations between the Parties.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE WRITTEN FIRST HEREINABOVE.

For **Quick Heal Foundation**

Authorized Signatory

Name: Mr.Ajay Shirke

Designation: Program Manager

Witness: Sugandha Dani

For **Annasaheb Magar College,Pune**

Authorized Signatory

Name: Dr. Mulay Prashant P.

Designation: Vice Principal

Witness: Ms. Gadekar Manisha J.

ANNEXURE A – SCOPE

1) **Project Details:** The project details are as follows:

1. Earn & Learn: Cyber Security Awareness Campaign_

Eligibility: computer science student

Objective: To appoint IT students as volunteers and groom them by giving required training of personality development which includes public speaking skills, confidence building, presentation skills and team building and spread cyber security awareness among school children through them.

Project timeline*:

April 2nd Week: Meeting to brief about project and timelines to be followed.

April 4th Week: Receive documents from institution.

May & June – Teacher orientation (As per schedule decided mutually)

May, June – Student orientation by teachers

Actual project timeline

Week 1 – Volunteer Training

Week 2 – Mock / Demo session

Week 3 – Approval for activities

Week 4 – Week 12 – Presentation, leaflet download, activities

Week 13,14 – Report submission

Week 21 – Conclave

** Actual project timelines may vary in the course of execution and implementation of the project. In such an event, the Parties shall mutually agree in writing on the definite project timelines.*

Project cost & Disbursement schedule

1. Rs. 600/- Stipend per presentation for student volunteer working under Earn & Learn scheme and successfully completed 5 presentations. However, it is explicitly clarified and agreed that the number of presentations and the number of participants attending such presentations shall be mutually decided by the Parties on a case to case basis.
2. Rs. 200/- per presentation for faculty / college to take ownership of monitoring conduction of successful presentations by students and reporting in prescribed format to QHF.
3. Disbursement of payment will be done only after verification of required documents in stipulated time. Upon successful completion of the presentations by the student volunteers herein, QHF shall transfer payments to the bank account of Institute and subsequently share payment vouchers for such volunteers with the Institute. The Institute must submit signed vouchers to QHF as evidence for payment disbursement to the designated volunteer students.

Disclaimer: Regardless of anything contained to the contrary in this MOU, the Parties hereby agree that the “Earn and Learn” scheme as formulated herein and all necessary activities in relation to the same, whose discharge by its very nature requires availability of the representatives of both the Parties in person, will not be implemented during the subsistence of force majeure events, including without limitation, COVID-19. If the force majeure events or circumstances thereto are mitigated or cease to exist, the Parties will mutually decide on the further course of action pertaining to “Earn and Learn” scheme.

Roles and responsibilities of QHF: The roles and responsibilities of QHF will be as follows:

- Provide training to selected volunteers
- Provide required material in hard / soft form to institutes
- Appoint and rope in coordinator for M&E
- Make payment to institutes
- Upload activities for voting
- Conduct conclave in association with institutions

Roles and Responsibilities of the Institute: The roles and responsibilities of the Institute will be as follows:

- Provide student volunteers as per requirement of QHF
- Provide faculty coordinators and SPoC for activity – 1 teacher coordinator per 10 teams
- Student volunteers to deliver presentation as per guidelines of QHF
- Encourage students to download maximum leaflet downloads
- Teacher coordinator to submit timely reports (M&E)
- Distribute payment to student volunteers as per list shared by QHF