General Agreement of Cooperation

Between

Sinhgad Institute of Technology, Lonavala

Department of Computer Engg.

And

Global Infotech, Sahyadri Heights, Lonavala

TERMS OF SERVICE AGREEMENT

VAP on Programming with C, C++, Core Java

The following Terms of Service (the "Agreement") is effective 1st August 2016 to 1st August 2022.

BETWEEN: **Global Infotech** (the "Service Provider"), a private firm and, with its head office located at;

Address: Sahyadri Heights, Shop no. 3,
            Bhangarwadi, Lonavala.

AND: **Sinhgad Institute of Technology**,
Department of Computer Engg.
Gat No 309/310, Off Pune-Mumbai Express Highway, Kusgaon (Bk), Lonavala 410401 hereby referred to as SIT Lonavala (the "Client") being party of the other part.

WHEREAS, the Service Provider is in the business of development, supply and operation of products and services related to technical education and training in the field of programming and software development; and

WHEREAS, the Service Provider is setting up Value addition Program in which it has approached the Client to participate on a mutually beneficial basis; and

WHEREAS, the Client has expressed its interest in running the Value addition Program at its premises and is committed to working towards making it a success; and

WHEREAS, this Agreement contains the Service Provider's terms of engagement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the partied hereto, intending, to be legally bound, agree as follows:

1. **SERVICES PROVIDED**

In order to meeting the increasing demand of technical students and engineering educational institutes about providing quality technical education the Service Provider has come out with a proactive program to share its knowledge with the students at the

Client's location. The Service Provider has agreed to manage and run the Value addition Program at the Client's premises for a period of 40 hours.

2. GENERAL TERMS OF SERVICE

a. The Service Provider will manage and run courses on "C programming, C++ and Core Java" at the Client's premises for a period of 40 hours each. These courses will be certified by Service provider and SIT, Lonavala.

b. All correspondence between the Service Provider and the Client will be done in writing. The Client will nominate an authorized person who will be the figurehead for all future correspondence.

c. A program schedule will be provided by the Service Provider to the Client within 7 days of signing of this agreement. This schedule will be designed in close coordination with the Client's authorized person.

d. Detailed Schedule and contents for each module will be provided to participating students in advance. The timetable of the course will be displayed well in advance and will be strictly followed. In case the schedule conflicts with any internal exam / test, the matter is to be resolved with mutual understanding. At the end of module, examination to evaluate performance of student will be conducted. The results are to be displayed.

e. At the end of module, Service Provider is supposed to get done the small project from every student on the basis the entire course content.

f. All items related to course schedule, fee and payment schedule are present in Annexure A of this document.

g. When there is need to take the students for any industrial visit, the travel costs shall be borne by Global Infotech along with its industry partner.

3. OBLIGATIONS OF THE SERVICE PROVIDER

a. The Service Provider will run courses on "C programming, C++ and Core Java" at the Client's premises. These courses will run for 40 hour for 2nd year/3rd year students. All resources required in terms of course delivery, trainers, content required, hands-on training kits and courseware will be brought in by the Service Provider.

b. The Service Provider will give Intern training at their Head office to the best performing students. The decision will be taken by mutual understanding at both end.

c. At the end of module, Service Provider is supposed to get done the small project from every student on the basis the entire course content.

4. OBLIGATIONS OF THE CLIENT

a. The Client will take proactive steps towards promotion of the Value Addition Program. In this regards the Client will nominate one authorized person who will be the direct communication link between the Service Provider and the Client.

b. In order to make the Value Addition Program a success a minimum of 30 students are required to be enrolled for a period of 40 hours. After the module MOD1.1 the enrollment for next module is the responsibility of both client and service provider and is based on feedback received from enrolled students during module MOD1.1. The Client will provide at no cost to the Service Provider relevant publicity measures in order to meet the minimum requirement of 50 students for the program.

c. The Client shall also provide the necessary infrastructure required for the program. These include necessary classrooms, computer labs, projectors and other reasonable infrastructure required for the commencement of the course itself. Lodging & boarding costs shall be borne by Sukrut faculties for the duration of training program (4 faculty members), Nominal cost will be offered by STES.

d. Detailed Schedule and contents for each module will be provided to participating students in advance. The timetable of the course will be displayed well in advance and will be strictly followed. In case the schedule conflicts with any internal exam / test, the matter is to be resolved with mutual understanding. At the end of each module, examination to evaluate performance of student will be conducted. The results are to be displayed.

e. When there is need to take the students for any industrial visit, the travel costs shall be borne by Global infotech long with its industry partner.

f. The Client will undertake all measures toward effective collection of fees for the program conducted by the Service Provider, details of fee structure are documented in Annexure A.

5. TERM OF THE CONTRACT

The Service Agreement will be valid for a term of two years from the date of signing of this agreement and can be extended on mutual consent.

6. TERMINATION BY THE CLIENT

Client may terminate this agreement by giving the Service Provider a one month written notice. However the Client will consider the recommended students till the date of termination of the contract and will be liable to the above obligations for the recommended set of students.

7. TERMINATION BY THE SERVICE PROVIDER

Service Provider may terminate this agreement and stop acting for the Client if;

a. The Client doesn't comply with the agreement; or

b. Service Provider forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties; or

c. Service Provider believes on reasonable grounds that, by continuing to act for the Client, it may breach the professional conduct rules which are binding upon professionals in the education industry.

8. MUTUAL SUPPORT AND COOPERATION

Each of the Service Provider and the Client agrees that it will take all steps reasonably necessary, at its own expense, to;

a. To designate key individuals to perform its obligations here under.

b. The conduct periodic meetings of all such key individuals and others as necessary.

c. To fully cooperate with all reasonable requests for assistance.

The parties will make diligent efforts through their respective key individuals to identify the causes of any problems in the services and to make adjustments, in an equitable fashion, in order to address and resolve such problems.

9. NON EXCLUSIVE NATURE

Both parties agree that this agreement represents a non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/ initiating similar relationships with third party. However the Client shall not engage another Service Provider in similar domain conducting similar activities for the period of association, provided service provider satisfies interest of client and students.

10. NON DISCLOSURE

a. The Client undertakes not to disclose or allow to be disclosed or copy or allow to be copied any material, collateral, training guides, books or manuals, strategies etc provided by the Service Provider to any other third party or institutions.

b. Neither party shall issue any press release, public announcement or other such disclosure concerning this Agreement without the other party's prior consent as to such release or announcement.

11. NON SOLICITATION

The Service Provider and the Client recognize that their individual employees, consultants and other resource personnel are invaluable assets for the respective organizations and undertake that they will not recruit, attempt to recruit, employ or offer any work or consulting to any employee, consultant or resource person from each other's organizations either directly or indirectly for a period of a year after the termination of the contract.

12. ARBITRATION

Differences of opinions, if any arising during the period of the agreement, will be settled on the basis of mutual consultation by the signatories or their designated nominees. In the event of any question, dispute or differences arising under these conditions with this agreement, except as to any matters the decision of which is specially provided for by these or the special conditions, the same shall be referred to the sole arbitration of two signatories of this agreement. The award of the arbitrator shall be final and binding on the parties to this contract.

The venue of the Arbitration will be finalized later on in such case.

13. FORCE MAJEURE

Any failure or delay in the performance of the Service Provider of its obligations hereunder shall not be a breach of this Agreement if such failures or delay arises out of or results primarily from fire, storm, flood, or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemics or quarantine restrictions, unforeseen equipment failure or inability to access essential raw materials despite commercially reasonable best efforts to do so.

14. INDEMNITY CLAUSE

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the breach of the provisions herein.

15. NOTICES

All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

TO
M/S Global Infotech
Address: Sahyadri Heights, Shop no. 3,
          Bhangarwadi, Lonavala.

Phone: 09823475566
E-mail: yogeshkhandelwal@yahoo.com

TO
SIT Lonavala,
Department of Computer Engg
Gat No 309/310, Kusgaon (Bk.),Off.
Mumbai-Pune Express way, *Lonavala*,
Maharashtra, India – 410401
Phone: 02114 – 304 401, 304355
Fax: 02114- 278304

Signed this on 01st AUG 2014 at Clients premises,

For and on behalf of Global Infotech

For and on behalf of SIT Lonavala

Signature/ Seal
Name: Mr. Yogesh Khandelwal
Designation: Director

Signature/ Seal
 Dr. S.D. Babar   Dr. M.S.Gaikwad
 HOD, C.E ,Dept   Principal

Annexure A

Schedule

The program me (s) will be conducted during / after the college working hours on weekdays and if needed, on a full day basis on Saturdays so as to complete the modules in 40 hours in semester

The students will be divided into batches, depending on the total strength.

Exact dates for the training will be decided in coordination with SIT Lonavala

Course Fees

- Global Infotech and SIT will charge a course fee of INR 1800 for C programming and C++, INR 2200 for Core Java per student for the value Addition Program. This includes all resources required in terms of course delivery, trainers, content required, hands-on training kits and courseware. This fee is inclusive of any government levied service charge.

- From total collected fees SIT, Lonavala will be charging INR 300/- per student towards administration and Lab resources utilization charges. This amount will be deposited with SIT, Lonavala.

- Global Infotech will be paid INR 1500 per student for C programming and C++, INR 1900 for Core Java Value addition Program.

Payment Schedules

- 50% of the Course Fee to be collected by the Client and paid to the Service provider after completion of 20 hrs module and remaining 50% prior to the commencement of the program.

- The payment will be made in Favor of "Global Infotech" by either/cheque/ DD or RTGS.

- For any conflicts or misunderstanding or discrepancies the issues will be sorted out with mutual understandings.

- TDS will be cut according to rules and you can get it back by filling Return.