

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into at Bangalore on this Twenty Seventh day of March 2019.

By and Between

K. S. School of Engineering and Management (KSSEM), having its operational office at #15, Mallasandra, off Kanakapura Main Road, Bengaluru -560109, Karnataka, (hereinafter referred to as the "**Institution**", which expression, shall, unless repugnant to the context or meaning thereof, include its Management for the time being and its legal representatives, successors and assigns), acting through its authorized signatory Prof. K. RamanarasimhaPrincipal, KSSEM, of the One Part;

And

Human Capital for Third Sector a section 25 not-for-profit company founded in 2005 having its registered office at **411 B, Trade World, Kamala Mills, Senapati Bapat Marg, Mumbai 400013**, (hereinafter referred to as the '**HCTS**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the office bearers of the Company and its successors and assigns) acting through its authorized signatory Poorvi Shah dated _____ of the Other Part.

WHEREAS

- A. KSSEM, an **Educational Institution** which has been set up with the objective of establishing leadership in the field of Technical education and develop competent human resources for providing service to society by creating an intellectually stimulating environment for research, scholarship, creativity, innovation and professional activity while fostering relationship with other leading institutes of learning and research, alumni and industries in order to contribute to National and International development.
- B. HCTS has set up a program called '**Katalyst**' (hereinafter referred to as the "**Katalyst**"), with an objective to provide life skill enhancement, mentoring, technology support financial incentive, internship assistance to **girls from low income communities** so that they excel academically and get better professional opportunities.
- C. **Katalyst** has approached the **Institution** for extending its program to some of its meritorious girls from low income communities as defined by **Katalyst's** selection criteria.



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Principal / Director
K.S. School of Engineering & Management
Bangalore-560 062

- D. The Parties have now agreed to associate themselves for the above noble cause of the society by implementing the Program and are desirous of recording the terms and conditions of their association in this MoU.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER

1. SCOPE OF ASSOCIATION

- 1.1. The **Katalyst** has agreed to enroll engineering female students from KSSEM in the Academic year 2019-20 and subsequent academic years subject to its selection criteria and verification process as laid out in **Annexure A**, and to be selected in terms of the criteria laid down in this MOU, and support them during the tenure of their respective courses.
- 1.2. The **Institution** shall allocate to **KATALYST** selected engineering female students for the academic year **2019-20** (hereinafter referred to as the "**Katalysts**") and provide a list to **Katalyst** with background data as required for selection and verification.

2. DURATION:

- 2.1. Both the parties (**Katalyst** and **KSSEM**) look forward to a long term association with a win-win approach.
- 2.2. To begin with this MOU shall remain valid initially for **four** years from the date of execution of this MOU. The Parties to this MOU may renew this MOU on their mutual agreement.

3. OBLIGATIONS OF THE PARTIES

The roles and responsibilities of the parties are as under:-

3.1. The roles and responsibilities of KATALYST:-

- 3.1.1. To share **Katalyst** program details with the **Institution**, conduct orientation with the target group and make the Application Form (as per **Annexure B**) available to students online and on request.
- 3.1.2. To nominate a contact person for this program and inform the **Institution** in case of any change thereof.
- 3.1.3. To conduct on average 16 days of training per year, allot a mentor and ensure there is interaction, help with internships, arrange field visits to companies and factories and pay scholarship based on **Katalyst** scorecard. In addition, **Katalyst** will provide Laptop at a subsidized cost to the **Katalysts** subject to their attendance

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as laid out in the laptop scheme and medical insurance to each Katalyst student and her mother.

3.1.4. To review the performance of the **Katalysts** on semester basis and approach college in case of any issue.

3.1.5. To share Katalyst training calendar periodically and seek permission for infrastructure for training where required at least one week in advance.

3.1.6. To update college about student's attendance and performance in the program

3.2. The roles and responsibilities of the Institution:-

3.2.1. To appoint a coordinator to liase with Katalyst Mumbai center manager

3.2.2. To allow Katalyst posters in college and hostel premises during college admission.

3.2.3. To allow Katalyst to have a desk during admission process to register potential female student candidates for enrolment in the program.

3.2.4. To share the list of eligible female students and their background information with Katalyst team for application, verification and enrolment.

3.2.5. To share college academic, placement and activity calendar with Katalyst

3.2.6. To provide infrastructural support such as classroom, computer lab, seminar hall or auditorium to conduct induction, training programs and meetings with Katalysts from KSSEM and neighboring Institutes

3.2.7. To provide college enrolment, placement and any other non-sensitive data to Katalyst to enable Katalyst to perform its duties and understand its impact on students better.

3.3. The Parties agree that they shall abide by the roles and responsibilities defined above.

4. FINANCIAL IMPLICATIONS

4.1.1. **KATALYST** shall give a financial payout to Katalyst students amounting to Rs. 15,000 (Rupees Fifteen Thousand Only) per annum on an average subject to the amount calculated for each Katalyst student based on the scorecard maintained by **KATALYST**. The scorecard tracks their training attendance, mentor interaction, academic performance, leadership initiatives and volunteering with **KATALYST** as laid out by **KATALYST** from time to time. The amount will be calculated and paid on half yearly basis. In addition, **KATALYST** will provide Laptop at a subsidized cost to the **Katalysts** subject to their attendance as laid out in the laptop scheme and medical insurance to each Katalyst student and her mother.

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4.2. The financial payout is to cover **Katalysts'** tuition, books, mess and hostel expenses and any other expenses towards education which may not be covered by any scholarship that they may receive.

4.3. The payout shall be reviewed by **KATALYST** every year for continued program commitment and attendance, academic performance, leadership and volunteering initiatives of the students.

5. TERMINATION

This MOU may be terminated under the following conditions: -

5.1. On the expiry of this MOU

5.2. By either Party by giving a written notice of termination of 90 days prior to the end of any scholastic year, to the other Partner. The termination shall be effective only at the end of the ongoing academic year.

5.3. By mutual agreement in writing between the Parties.

6. GOVERNING LAW AND DISPUTES

All disputes and differences arising between the parties hereto, out of or regarding interpretation of this MOU shall be first tried to be resolved across the table. If still the same remains unresolved, it shall be referred to arbitration under the provisions of Arbitration & Conciliation Act, 1996 or any statutory amendments / modification thereof for the time being in force. The arbitration proceeding shall be held at appropriate location in Mumbai by a Sole Arbitrator to be appointed after due consent from KSSEM, whose decision shall be binding on both the parties.

7. MISC TERMS

7.1 **Institution** shall not assign any of its rights, liabilities or obligations under this MOU, without the prior written consent of the **KATALYST**.

7.2 If any provision of this MOU shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or applicable law, such provision or part shall to that extent be deemed not to form part of this MOU, and the legality and enforceability of the remainder of this MOU shall not be affected.

7.3 The waiver of any default or breach under this MOU by any Party shall not constitute a waiver of the right to terminate this MOU for any substantial default of a similar nature or under any other terms and conditions of this MOU.

7.4 No modification, alteration or amendment of this MOU or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties.

7.5 The Parties agree that nothing in this MOU shall be in any manner interpreted to constitute an agency for and on behalf of any other Party.

7.6 All notices, requests, demands or other communication required or permitted to be given under this MoU and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or courier to the other parties at the address indicated hereinabove or at such order address as the party to whom such notices, request, demands or other communication is to be given shall have last notified the party giving the same in the manner provided in this clause, but no such change of address shall be deemed to have been given until it is actually received by the party sought to be charged with the knowledge of its contents. Any notice, request, demand or other communication delivered to the party to whom it is addressed as provided in this clause shall be deemed to have been given and received on the day of its receipt at such address

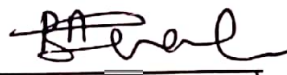
7.7 Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this MOU or any part hereof.

7.8 This MOU, including the attached relevant annexures hereto represent the entire agreement between the parties.

IN WITNESS WHEREOF, the Parties have signed those MoU on the date herein above-mentioned.

Human Capital For Third Sector

Kammavari Sangham Institute of Technology

By: 
Ms. Poorvi Shah, CEO, Katechys

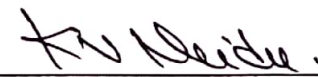
By: 
Principal, KSSEM, Bengaluru 27/3/19

HUMAN CAPITAL FORTHIRD SECTOR
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S. S. Amrutwar Keshav Marg,
Behind Mahindra Tower, Worli,
Mumbai - 400 013, India

Principal / Director
K.S School of Engineering & Management
Bangalore-560 062

Witnesses

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2.  27/3/19