



Pimpri Chinchwad Education Trust's
S. B. PATIL INSTITUTE OF MANAGEMENT
AICTE Approved | Permanently Affiliated to SPPU, Pune|
NBA Accredited | NAAC Accredited
Sector No. 26, Pradhikaran, Nigdi, Pune - 411 044.
Phone: 020-27656900 / 87960 76060 / 78875 70600
Email: sbpatilmba@gmail.com, **Website:** www.sbpatilmba.com



5.2.1. Tie-ups / Memorandum of Understanding (MOU)

Name of the Organization	Page number
Shriram Life insurance	1-5
AON Cocubes	6-10
Gryphon Academy	11-25

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN

S. B. PATIL INSTITUTE OF MANAGEMENT

AND

SHRIRAMLIFE INSURANCE COMPANY LTD

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between **S. B. PATIL INSTITUTE OF MANAGEMENT** and **SHRIRAM LIFE INSURANCE COMPANY LTD**, for enhancing the relationship between Industry & Academia without any prejudice to prevailing rules and regulations in S. B. PATIL INSTITUTE OF MANAGEMENT and SHRIRAM LIFE INSURANCE COMPANY LTD. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both S. B. PATIL INSTITUTE OF MANAGEMENT and SHRIRAM LIFE INSURANCE COMPANY LTD shall encourage interactions between the Employees of Organization, faculty members and students of both the organizations through the following arrangements.

- a) Organization of joint conferences and seminars
- b) Practical training of S. B. PATIL INSTITUTE OF MANAGEMENT students at SHRIRAM LIFE INSURANCE COMPANY LTD.
- c) Joint guidance of student projects/thesis in specific areas of the subject domain by SHRIRAM LIFE INSURANCE COMPANY LTD on mutually agreeable terms.



d) SHRIRAM LIFE INSURANCE COMPANY LTD may depute its personnel as visiting faculty at S. B. PATIL INSTITUTE OF MANAGEMENT to teach any of the regular Course or specialized topics or keep Expert sessions at regular intervals.

e) SHRIRAM LIFE INSURANCE COMPANY LTD personnel, as well as research scholars, may also be allowed to enrol for their Ph.D./M.Tech. (Research) at S. B. PATIL INSTITUTE OF MANAGEMENT, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of S. B. PATIL INSTITUTE OF MANAGEMENT. Further, SHRIRAM LIFE INSURANCE COMPANY LTD may request to design and teach a Course which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.

f) SHRIRAM LIFE INSURANCE COMPANY LTD may seek assistance/guidance of S. B. PATIL INSTITUTE OF MANAGEMENT faculty member/s in product/process modification, modernization, trouble shooting, etc or impart training of soft skills/hard skills to the Industry's employees.

g) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

h) SHRIRAM LIFE INSURANCE COMPANY LTD may showcase its business activities at the seminar/workshop/conference, etc. at S. B. PATIL INSTITUTE OF MANAGEMENT.

i) SHRIRAM LIFE INSURANCE COMPANY LTD may avail library, Internet, computational facilities at S. B. PATIL INSTITUTE OF MANAGEMENT.

ARTICLE-III: EFFECTIVE DATE AND DURATION OF MOU

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.

b) The duration of the MOU shall be for a period of 3 years from the effective date.

c) Any clause or article of the MOU may be modified or amended by mutual agreement of SHRIRAM LIFE INSURANCE COMPANY LTD and S. B. PATIL INSTITUTE OF MANAGEMENT.

d) No **Financial** aspects are to be covered in this agreement.



e) All above mentioned activities will come into action only after the prior permission from both the ends as and when required.

ARTICLE-IV: CONFIDENTIALITY

During the tenure of the MOU both S. B. PATIL INSTITUTE OF MANAGEMENT and SHRIRAM LIFE INSURANCE COMPANY LTD, will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this.

ARTICLE-V: INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

Authorized Signature (Party 1)

Dr. Kirti Dharwadkr
Director
S. B. PATIL INSTITUTE OF MANAGEMENT
Pune, Maharashtra.

Authorized Signature (Party 2)

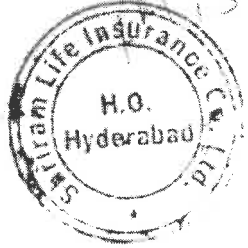
Mr. Rajesh Mishra
General Manager
SHRIRAM LIFE INSURANCE COMPANY LTD ,
Hyderabad, India

*

Authorized Signature Party 2



Rajesh Mishra



Digital Authorized Signature party 1*

Director
Pimpri Chinchwad Education Trust's
S. B. Patil Institute of Management
Sector No. 26, Nigdi,
Pradhikaran, Pune - 411 044.

College Stamp



Digital MOU Agreement || Internship Proposal

1 message

visak akuthota <visak.a@shriramlife.in>

6 April 2023 at 16:43

Reply-To: visak.a@shriramlife.in

To: Placement@sbpatilmba.com, Placement.sbpatil@gmail.com

Cc: Rajesh Mishra <rajeshmishra@shriramlife.in>, srilekha.j@shriramlife.in

Dear Sir,

Greetings From Shriramlife Insurance Company Limited!

It is our pleasure to welcome you as a new partner of S. B. PATIL INSTITUTE OF MANAGEMENT We are very excited to work with you and your Students. We hope that this agreement will open up new opportunities for both of us, and we look forward to the future.

We would like to extend this opportunity with you, if you are interested in signing the Digital MOU agreement with us please click link below.

<https://forms.gle/MkVoXSGX8e4adsT6A>

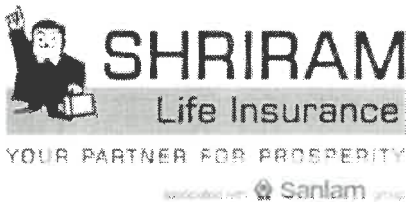
Internship Proposal has been attached please find the attachment.

Thanks and Regards,

Visak Akuthota

Program Manager – Digital Business

+91-8919804215



Ramky Selenium, Plot No. 31 & 32, Beside AndhraBank Training Centre,

Financial District, Gachibowli, HYDERABAD-500032.

Tel.: +91-40-23009400 | Mobile: +91 8919804215

e-mail :visak.a@shriramlife.in website : www.shriramlife.com

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 SLIC Online internship Proposal 2023.pdf
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MEMORANDUM OF
UNDERSTANDING

S. B. Patil Institute of
Management, Pune

17th November
2022



This Binding Memorandum of Understanding (hereinafter "Memorandum" or MOU") is

Dated:01-12-2022

BETWEEN

S. B. Patil Institute of Management, Sector No. 26, Pradhikaran, Nigdi, near Akurdi Railway Station, Pune, Maharashtra 411044

AND

Gryphon Academy Pvt. Ltd. having its registered office at Office No. 301, Seasons Business square, Naiknavare, Seasons road, Sanewadi, Aundh, Pune, Maharashtra

WHEREAS

- The parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- This Memorandum set out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- Each Party respectively is expected to act in good faith in accordance with this Memorandum.

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:



PROJECT AND PURPOSE

- The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as Training and Placement (“the Project”).
- The Project has the following purpose (“the Purpose”): Training and Placement of students of S. B. Patil Institute of Management.

BINDING

- The Parties hereby acknowledge and agree that: The terms of this Memorandum are intended to be legally binding on the Parties hereto.
-

CHANGES TO MEMORANDUM

- This Memorandum may be amended at any time by agreement between the Parties.
- Any changes to the Memorandum must be made in writing and signed by the Parties.

GENERAL OBLIGATIONS

- Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties’
- Relationships with one another and in order to pursue the Purpose.



ROLES OF PARTIES

(A) Gryphon Academy Pvt. Ltd. will have the following obligations in relation to the Project:

- Gryphon will prepare students of MBA 2022-24 batch according to the company requirement. Gryphon will ensure good number of opportunity for students to get placed.
- End to end Placement support will be provided which will include Training & Placement including industry expert guest lecture
- Our trainers will conduct regular evaluation through test series and demo
- Interviews. (Test Series - Exclusive of the training hours)
- Pre-placement assessment will be done.
- Training need analysis will be conducted.
- Post training report will be shared after every 15 days.
- Opportunity tracker will be shared after every 15 days.
- Career Guidance will be provided with the help of industry lectures.
- Grading of the students will be mutually done by Gryphon academy and the College.
- SIP Companies: Gryphon will support for paid internship (50% students registered)
- First party and second party mutually will use there discretion with regard to all placement activities
- Second Party will be represented as the main sourcing body.
- First Party will provide all the back end support.
- Gryphon will provide one year placement support to MBA students of 2022-24 batch.
- Gryphon should support in corporate feedback, recruiters for interaction with NAAC , NBA team , or governing body as and when required

Payment terms and conditions would be as follows:

Training + Placement Services

Rs 9,000 Including GST /Student for (200 students minimum)

Aptitude, Soft skills & Placement Services

Training Hours = 100 Hrs.

Payments Terms: 50% Advance before commencement of training and
50% on or before 31st August.



TIMING AND DURATION OF PROJECT

This Memorandum commences on 01-12-2022

The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project("the Agreement") on or before 01/12/2022

This Memorandum will remain in effect until the mentioned training hours however placement support for the budgeted batch will continue till 31st November 2024.

GOVERNING LAW

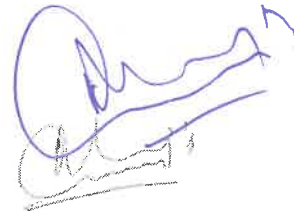
This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS



17/11/2022

Dr. Kirti S. Dharwadkar
Director
S. B. Patil Institute of Management



Mr. Shashi Bhat
Founder Director
Gryphon Academy Pvt. Ltd.



MEMORANDUM OF UNDERSTANDING

Dear Sir/ Madam,

Further to our discussions with you regarding engagement by **Pimpri Chinchwad Education Trust (PCCOE)** (“Client”) of **Aon Consulting Private Limited** (“Aon”), for availing the Services defined hereinafter, we are bringing on record the following terms of our engagement.

You are requested to send us an email confirmation on terms of Section A (Scope and Commercials) and Section B (General Terms) together the “Agreement” as a token of acceptance on below mentioned terms and conditions.

In the event of a conflict with any Purchase Order or other documents issued by the Client based on this Agreement, the terms of this Agreement shall prevail.

This Agreement will cover all human resource consulting services provided by Aon to Client (“Services”) as documented herein. The General Terms and Conditions of this Agreement may be amended only by a written amendment signed by the parties.

Section A (“Scope and Commercials”)

1. Scope of Services

The Services for the purposes of this SOW are:

- Institute to share the timelines and details for the assessment program
- Assessments to be scheduled and executed by Aon as per timeline shared by Institute
- Aon to submit the report and analysis for the assessments conducted.

Program:

Degree and Batch	Approx. count of students	Value
Engineering- 1 st to 4 th year, MBA- 1 st and 2 nd year, MCA- 1 st to 3 rd year (Continuous Evaluation Program for 2024, 2025, 2026, 2027 Batch)	3200	INR 3,68,000*

*Government Taxes applicable

2. Fees, expenses and Payment terms



The professional fees payable for the scope outlined above will be INR 3,68,000 exclusive of 18% GST. All payments should be made as mentioned below.

- Tax Invoice for 80% of total agreed MoU amount will be raised immediately and payment shall be due within 15 days from date of receipt of the invoice without any deduction or set-off, provided that nothing set forth herein shall restrict the Client from deducting taxes at source.
- Tax Invoice for remaining 20% of total agreed MoU amount will be raised in May 2024 and payment shall be due by 30th June 2024 without any deduction or set-off, provided that nothing set forth herein shall restrict the Client from deducting taxes at source.

3. Client Details

- a.) **Name of the Entity: Pimpri Chinchwad College of Engineering**
- b.) **Invoice Address: Near, Akurdi Railway Station Road, Nigadi Rd, Sector No. 26, Pradhikaran, Nigdi, Pimpri-Chinchwad, Maharashtra 411044**
- c.) **Name of Contact Person: Dr. Shitalkumar Rawandale**
- d.) **Contact Tel. no. and email Id: srawandale@gmail.com, 9975490622**
- e.) **GST Registration Number/ UIN: 27AAATP3981F1ZE**
- f.) **PAN (Permanent Account Number) : AAATP3981F**
- g.) **TAN (Tax Deduction/ Collection Account Number): Please share**

4. Contact

Aon contacts for these Services are:

Name: Mr. Shashank Mishra

Email ID: shashank.mishra@aon.com

Contact No. : 9623835738

Client contacts for these Services are:

Name: Dr. Shitalkumar Rawandale

Contact Tel. no: 9975490622



5. SOW Disclaimer

- a. Any report generated under this SOW is for private circulation only and cannot to be shared with or distributed to any third parties without Aon's prior written consent.
- b. This is a HR report and the content in the reports is not intended as and does not constitute legal advice. As legal advice must be tailored to the specific circumstances of each case, nothing provided herein should be relied upon or used as a source of legal advice.
- c. Aon does not provide legal, tax, accounting or audit services. Should Client require advice of this nature, Client must consult its own advisers.
- d. Aon neither assumes nor accepts any responsibility for any loss (whether direct or indirect) arising to any person acting or refraining from acting as a result of any material contained in this report or for any consequence arising out of circulation, publication, or reproduction of the report.

6. Special Terms

Following terms shall be read in conjunction with terms of the Agreement, and in case of a conflict shall supersede any conflicting terms of the Agreement, for our poses of operations of this SOW;

a) **Definitions.** As used in this SOW, the following terms shall have the meanings set forth below:

- a. Authorized User Client authorized employee and administrator(s)
- b. Live Date means the date on which access to OAS is granted by Aon
- c. OAS will mean Aon assessment consultancy services and license for Aon's online tool for the provision of online candidate assessments and 360 feedback solutions
- d. "Site" will mean the website controlled by Aon through which certain Services may be accessible or Deliverables provided. Site will include OAS.

Capitalized terms used but not defined in this SOW have the meanings set forth in the Agreement.

- b) Client may begin accessing the Site from Live Date.



c) License, Access and Usage

a. A password will be assigned to each Authorized User for access to the Site, if applicable. Client will provide Aon with a list of its individuals to be enabled as Authorized Users. Aon will disable passwords for any current Authorized User upon request.

b. Client and Authorized Users will not share passwords without the express written consent of Aon. Any unapproved use of or access to the Site, is prohibited, and will terminate any permission or license granted under this Schedule to use the Site, and the Services. Aon reserves the right to deny or terminate access of an Authorized User at any time, and Client will cease providing Aon Confidential Information to such Authorized Users upon notice.

c. Upon execution of this SOW, Aon hereby grants Client a worldwide, non-transferable and non-exclusive license to allow Authorized Users to access and use the Site and Deliverables. Client is responsible for managing its client administrators and assessment processes. Such license shall lapse upon the termination of this SOW and the Client shall return or destroy any Aon Information as instructed by Aon.

d. Client agrees that it and its Authorized User will not download the software executable code or object code in the Site to any media or remove, alter, cover, or obfuscate any copyright or trademark notice appearing in on the Site.

e. Client Information that Client or its Authorized Users send to Aon will be stored on Aon's or Aon third party suppliers' servers.

d) Aon reserves the right, in its sole discretion: (i) to modify the security procedures instituted by Aon in connection with Client's access to and use of, through its Authorized User(s), the Site; and (ii) to change the software underlying the Site, in its sole discretion, provided the resulting software remains functionally equivalent.

e) No Refund. If Client terminates this SOW or the Agreement, all unpaid undisputed fees and expenses will become immediately due and payable and no refunds or credits are provided.

f) Maintenance and Support. Aon will use reasonable endeavors to ensure that the Site performs and functions in a live environment substantially in accordance with the SOW. The foregoing shall be subject to Client operating the Site in accordance with any instructions issued by Aon in writing from time to time.



g) The Site is supplied "as is" and Aon makes no warranty that the Site is free of viruses, free of defective or malicious or harmful code or that the operation of the Site will be uninterrupted or error-free, nor that it will be compatible with any particular browser, except as agreed between the Parties in writing.

Section B

General Terms and Conditions (the "General Terms")

1. Engagement for Services

Subject to the provisions of this Agreement, Aon will provide services to the Client as more particularly described above.

2. Fees and Expenses

a) Fees and expenses are due and payable within fifteen (15) days of the date of invoice. Aon will invoice Client via email, and all payments will be made via electronic payment. Client will promptly, but no later than two (2) days from the date of invoice, notify Aon of any questions regarding invoices so that Aon can expect timely payment. Interest at fifteen percent (15%) per year will accrue after the invoice due date until payment is received.

b) Client shall pay all reasonable travel and related living expenses incurred by Aon's personnel in performing Services for Client.

c) Aon's fee for Services is exclusive of all applicable indirect taxes, levies, duties, cesses and surcharges that are applicable now or that may hereafter be imposed on Aon's rendering of the Services or the Client's use of the Services. Any indirect tax will be charged and recovered over and above the Aon's fees for Services. In the event of any subsequent amendments to applicable tax laws, the parties would discuss and agree upon an approach which would allow for optimization of the taxes applicable under the Agreement. If income-tax or other taxes are deductible at source, as per laws and regulations in effect from time to time, from the fees and expenses payable to Aon in terms of this Agreement, the Client may deduct such taxes and deposit the taxes so deducted with the Government within the time prescribed therefore by law and shall promptly issue appropriate certificate or other documentation to Aon to enable Aon to claim credit for the taxes so deducted at source..



3. Additional Services and/or Change in Services

Client may, at any time, prior to Aon's completion of Services, request additions and/or changes to the Services which upon confirmation between the parties may be documented through an amendment to this Agreement,

4. Term and Termination

- a) This Agreement shall commence on **8th August 2023** (the "Effective Date") and shall continue for a period of 12 months i.e. till **8th August 2024** until terminated by either Party as provided in Section 4.b) or Section 4.c).
- b) Either party may terminate this Agreement, without cause at any time upon thirty (30) days prior written notice to the other party.
- c) Either party may terminate this Agreement for cause upon fifteen (15) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such fifteen (15) days..
- d) Upon the effective date of termination, Client will pay Aon for all fees and expenses due hereunder through the effective date of termination.

5.

Delays

Neither party will be in breach of this Agreement nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, telephone system, or Internet service provider or other utility outages, pandemics, epidemics, equipment malfunctions, computer downtime, and similar occurrences or reasons outside the control of the party as long as such party is diligently attempting to correct the cause of the delay..

6. Ownership and Control of Data and Work Product

- a) Aon has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); any skill acquired or developed by Aon in the course of this Agreement and any and all proprietary rights therein and any other documents, information or materials pertaining to Aon's business and derivatives thereof and any materials created prior to or during the performance of the Services; all information and materials provided to the Client by or on behalf of Aon to Client; templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; administration systems; and data, documentation, and proprietary information



and processes; any of Aon's websites (including websites or on-line portals, general purpose consulting and software tools, templates, standard materials and derivatives thereof, through which Aon may perform the services): Aon software or a website controlled by Aon through which certain Services may be accessible or Deliverables provided (the "Site"), and all intellectual property rights therein ("Aon Information").

b) All right, title and interest in and to any data, information and other materials furnished to Aon by Client hereunder ("Client Information") are and shall remain Client's sole and exclusive property. Client grants to Aon a license to use such Client Information to provide the Services.

c) Aon will retain all right, title and interest in and to all intellectual property rights embodied in or associated with Aon Information, the Services and in and to any results of the Services (including survey results, reports, processed data or other information or materials), written advice, letters and/or other advisory materials provided as part of the Services (the "Deliverables") posted or available through the Services, including copyrights, patents, and trademarks. The Deliverables are copyrighted by Aon.

d) Deliverables and Aon information is provided to the Client for Client's exclusive benefit and use and solely for the purpose for which it is provided. Other than as permitted in below paragraph, Client agrees not to distribute or disclose, in whole or in part, any Deliverables and Aon Information to any third party.

e) Subject to Section 6 (d) above, where necessary for the management of Client's affairs Client may pass Deliverables and Aon Information to its group companies or its professional business advisers for information purposes only, provided that; a) the Aon Information and Deliverables are disclosed in full and no disclaimers are removed from Aon Information and Deliverables prior to disclosure; b) that all such recipients accept such Aon Information and Deliverables on the basis that : (i): Aon's aggregate liability, collectively, to those recipients and Client is no greater than Aon's aggregate liability to Client as set out in this Agreement and (ii) they are subject to an obligation not to disclose such Information to third parties, other than as required by law or court order.

f) Aon hereby grants to Client a paid-up, royalty-free, non-transferable, non-sublicensable, nonexclusive license to use such Site, Aon Information and Deliverables solely for Client's internal use. To the extent such license covers use of Site by Client, such license to access and use the Site is granted till the term of Agreement and shall terminate and expire upon the termination or expiration of this Agreement.

g) Client will honor Aon copyrights, patents, and trademarks relating to Services, Deliverables and Aon Information, and will not use Aon's name or other intellectual property without Aon's prior written consent. Client will not undertake, cause, permit or approve the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of Aon Information, the Services, Site or Deliverables or any part thereof; and will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights that are affixed on, contained in or otherwise connected to any Services or Deliverables or other Aon Information



h) Nothing contained in this Agreement will prohibit Aon from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

7. Confidentiality

- a. For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement; (ii) Client Information; (iii) Aon Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.
- b. Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees, contract employees, board members, and outsourced service providers who have a need to know the Confidential Information of the other party will receive such Confidential Information. Aon may disclose Client Confidential Information to Aon Affiliates to the extent necessary for the Services; provided, that Aon remains responsible for compliance by any affiliates in receipt of Confidential Information with the terms of this Section. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Aon may use Client's Confidential Information in combination with other client data to produce reports, analysis, or results for services and disclose them to: Aon Affiliates, employees, agents, subcontractors, counsel and auditors; Client; other Aon customers, on an aggregated and de-identified basis, provided that no such Client Confidential Information is (1) identifiable by Client or a Client employee or (2) attributable to Client. Aon may also disclose Client's Confidential Information to any subcontractor or, as instructed by Client, to any other third party providing services to Client under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. In accordance with applicable legal and disaster recovery requirements, each party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.
- c. Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available

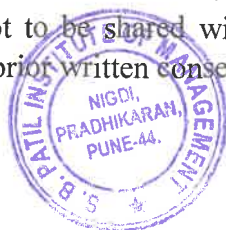


to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.

- d. The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice (to the extent legally permitted) of such requirement to the disclosing party.
- e. To the extent that any personal data is processed by the Parties pursuant to this Agreement, each Party will observe all applicable requirements of data protection laws and the terms of the data protection as set out in Section 11 (“Data Protection”) to this Agreement shall apply.

8. Representations, Responsibilities and Disclaimer

- a. Aon represents that it shall, to the extent Aon’s performance of the Services does not comply in any material respect with the terms of this Agreement and is not due to Client’s failure to perform, re-perform any defective or non-conforming Services. The Services are not of a legal nature, and Aon will in no event give, or be required to give, any legal opinion or provide legal representation to Client.
- b. The Client represents and warrants to Aon that: (i) the Client’s execution and delivery of this Agreement and the Client’s performance or fulfillment of its obligations under this Agreement will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under any applicable laws, license, sublicense, contract, or instrument to which the Client is bound; (ii) use of the Client Information contemplated in this Agreement will not infringe the privacy and/ or intellectual property rights of any third party and that the Client has obtained all consents or authorizations of any such third party necessary for such use of Client Information and (iii) all data and information, including Client Information, provided by the Client under this Agreement, is true, correct and updated and Aon, in no event whatsoever, would be held liable for any deficiency in services provided hereunder arising out of any false information including Client Information or data given by the Client.
- c. Client will submit to Aon all Client Information or data necessary for Aon to perform the Services covered by this Agreement. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon.
- d. Disclaimer
 - i. Any report generated under this Agreement is for private circulation only and cannot to be shared with or distributed to any third parties without Aon’s prior written consent.



- ii. Reports and the content in the reports is not intended as and does not constitute legal advice. As legal advice must be tailored to the specific circumstances of each case, nothing provided herein should be relied upon or used as a source of legal advice.
- iii. Aon does not provide legal, tax, accounting or audit services. Should Client require advice of this nature, Client must consult its own advisers.
- iv. Aon neither assumes nor accepts any responsibility for any loss (whether direct or indirect) arising to any person acting or refraining from acting as a result of any material contained in this report or for any consequence arising out of circulation, publication, or reproduction of the report.

9. Indemnification

- a) Subject always to Section 10, Aon shall indemnify Client for all damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") arising from Aon's gross negligence or willful default.
- b) Provided that Client promptly notifies Aon of a claim that the Aon Information infringes a presently issued Indian patent or copyright, Aon will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. Aon will not indemnify Client, however, if the claim of infringement results from (i) use of other than the most recent version of the Aon Information made available to Client by Aon; (ii) Client's alteration of the Aon Information; (iii) use of any Aon Information in combination with other software not provided by Aon; or (iv) use of Aon Information in contravention of this Agreement.
- c) Client shall indemnify, defend, and hold Aon harmless from and against any and all Losses arising from (i) claims made by third parties, including, without limitation, Client's employees and affiliates, with respect to the Services provided hereunder, or (ii) Client's failure to comply with the applicable terms and conditions of this Agreement.
- d) Any claim under this Section 9 must be asserted before the date that is three (3) years following the date the claimant knew or reasonably should have known of the act or omission giving rise to the claim.

10. Liability

- a) If Client suffers Losses (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, statutory liability or otherwise) as a result of Aon's breach of its obligations hereunder with respect to Services performed under this Agreement, Aon will be liable to Client for Losses incurred by Client up to an amount equal to the total fees paid or to be paid for Services under this Agreement.



b) The limitations on Aon's liability contained in Section 10 (a) will not apply to Losses arising from: (i) Aon's willful, fraudulent or criminal misconduct; or (ii) bodily injury, including death incurred while Aon is performing the Services and to the extent caused by the negligent acts or omissions of Aon's personnel or agents in performing the Services.

c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.

11. Data Protection

To the extent that the provisions of this Section 11 (Data Protection) conflict with, or are inconsistent with, any other provisions in this Agreement, this Section 11 (Data Protection) shall prevail.

a) In this Section 11 the following terms shall have the following meanings:

"Affiliate" means, with respect to a Party, an entity that is Controlled by, Controlling or in common Control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

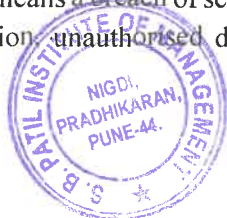
"Agreement Personal Data" means any personal information (including any sensitive personal data or information) that is transmitted, stored or otherwise processed under or in connection with the Agreement;

"Aon Group" means the Aon group of entities worldwide, being Aon PLC, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, Affiliates as well as joint ventures of such subsidiaries, related/associated companies and Affiliates;

"Business Day" means a day except Saturdays and Sundays and public holidays applicable in the contracting parties' jurisdiction;

"DP Laws" means any applicable data protection and privacy laws relating to the protection of individuals with regards to the processing of personal information including but not limited to the Information Technology Act 2000; and any corresponding or equivalent national laws or regulations including any amendment, supplement, update, modification to or re-enactment of such laws;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Agreement Personal Data;



“Supervisory Authority” means the local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering the DP Laws; and

The terms "data subject", "personal information", "processing", "sensitive personal data or information", and "transfer" shall have the same meanings ascribed to them under the DP Laws.

b) Capitalized terms not defined in Clause 11 a) shall have the meaning ascribed to them elsewhere in the Agreement.

c) Data Protection Obligations

i) Each Party agrees for its own part that, to the extent that it processes Agreement Personal Data:

(1) it will observe all applicable requirements of DP Laws and this Section in relation to its processing of Agreement Personal Data; and

(2) all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Agreement or which is otherwise provided or made available to the other Party shall have been collected or otherwise obtained in compliance with DP Laws, and may be processed, disclosed and transferred as described in or in connection with the Agreement.

ii) If Aon considers that any processing of Agreement Personal Data may put Aon in breach of DP Laws, Aon will inform Client and will be entitled not to carry out that processing and will not be in breach of the Agreement or otherwise liable to Client as a result of its failure to carry out that processing.

iii) Aon and Aon Affiliates may process, transfer and disclose Client Confidential Information and personal data in particular for (i) the delivery of the services under the Agreement; (ii) administration of engagement and general correspondence with Client; (iii) screening of individuals associated with Client against international sanctioned parties lists; and (iv) aggregation, de-identification and, where feasible, full anonymisation of personal data for benchmarking, market research and data analysis purposes associated with the development of Aon Group’s products and services.

iv) The Parties will work together in good faith to ensure the information prescribed by DP Laws is made available to relevant data subjects, including where necessary the Client’s provision of such information to data subjects on Aon’s behalf.

v) Each Party shall implement appropriate technical and organisational security measures in relation to the processing of the Agreement Personal Data under or in connection with the Agreement, which shall ensure a level of security appropriate to the risk including, as appropriate, (i) pseudonymisation and encryption; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii)



the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of those measures.

vi) Aon shall maintain a global data governance framework which mandates strict technical and organisational security measures applicable to the processing of Agreement Personal Data including those relating to, without limitation, access control, data handling, malware protection, security organisation, system configuration and hardening, personnel security, physical security, business continuity plans and disaster recovery and third-party security.

vii) If either Party receives any complaint, notice or communication from a Supervisory Authority which relates to the other Party's: (i) processing of the Agreement Personal Data; or (ii) potential failure to comply with DP Laws in respect of the Agreement Personal Data, that Party shall, to the extent permitted by law, promptly forward the complaint, notice or communication to the other Party and provide the other Party with reasonable co-operation and assistance in relation to the same.

viii) If a data subject makes a written request to a Party to exercise any of its rights in relation to the Agreement Personal Data that concerns processing undertaken by the other Party, that Party shall forward the request to the other Party promptly and in any event within five (5) Business Days from the date on which it received the request and, upon the other Party's reasonable written request, provide that other Party with reasonable assistance in relation to that request to enable the other to respond to such request.

ix) If either Party becomes aware of a Personal Data Breach that requires notification to a Supervisory Authority, it shall notify the other Party without undue delay, and each Party shall co-operate with the other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities and/or to affected data subjects.

x) Aon shall retain the Agreement Personal Data pursuant to its corporate record retention schedules for the purposes of meeting Aon's legal and regulatory obligations and enabling Aon to establish, exercise or defend legal claims.

xi) The Parties acknowledge that Agreement Personal Data may be transferred or otherwise processed or transferred outside India ("International Transfers"), provided that such International Transfer is made in compliance with DP Laws.

12. **Dispute Resolution**

a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the party receiving the notice shall submit to the other a written response.



b) Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

c) If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute.

d) In the event that informal efforts to resolve disputes pursuant to foregoing provisions are unsuccessful, or if the matter has not been resolved within thirty (30) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, then the dispute shall be dealt with in accordance with the provisions under the Arbitration and Conciliation Act 1996 for the time being in force. The Tribunal shall consist of a sole arbitrator, who shall be appointed by mutual consent of both the Parties within 10 days of the request first being raised by a Party. If no consent is arrived at within 10 days, the court shall appoint the arbitrator. The language of the arbitration shall be English. The seat of arbitration shall be New Delhi. The fees of arbitration will be borne by the Party as directed in the arbitration award.

13. Successors and Assigns

Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except a party may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with the assigning party.

14. Miscellaneous

a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.

b) This Agreement has been entered into for the sole benefit of Client and Aon, and in no event will any third-party benefits or obligations be created thereby.

c) This Agreement may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.

d) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement. Aon



personnel will remain Aon's employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.

e) Aon may enter into subcontracts to perform a portion of the Services under this Agreement provided that Aon shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by Aon.

f) Aon may include Client and its trademarks and logos on Aon's customer lists, proposals and other communications not intended for general distribution. Such customer lists, proposals and other communications may show general company information specific to Client/Affiliates, including some or all of the following: (i) company name; (ii) industry; (iii) headquarters location; (iv) revenue category; (v) actual revenue amount for public independent corporations; (vi) headcount category; (vii) company ownership (public/private); (viii) month Client Data was submitted; (ix) primary location and countries from which Client Data was submitted; and (x) primary sales channel

g) It is expressly understood and agreed that the obligations of Sections 6, 7, 8, 9, 11 and 13 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.

h) Each party acknowledges that its failure to comply with the confidentiality and ownership provisions will cause the aggrieved party irreparable harm for which the aggrieved party may not have any adequate remedy at law, and that the aggrieved party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any actual or threatened breach of the confidentiality or ownership provisions of this Agreement.

i) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.

j) This Agreement will be construed and enforced in accordance with laws of India. Each Party agrees to submit itself to the exclusive jurisdiction of the courts of New Delhi.

k) This Agreement constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof. For the avoidance of doubt, this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between Aon and Client regarding the Services covered by this Agreement. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

Warm Regards,

Swanand Apte

Senior Manager- Institutions, Education Vertical

m +91 9623 835 738

www.aon.com



A handwritten signature in blue ink, appearing to be "S. B. Patil".

Director
S. B. Patil Institute of Management
Sector No. 26, Nigdi,
Pradhikaran, Pune - 441 014