



MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is executed At **Anekant Education Society's COLLEGE OF PHARMACY, Tandulwadi Road, (T.C. College campus), Baramati, 413102, dated January 22,2025**

BETWEEN

Sahyadri Software, Pune, having its registered office at PCMC, Hinjewadi Road, Wakad/Satara (hereinafter referred to as "First Party," (which expression shall mean and include its legal heirs, administrators, and permitted assigns)
AND

Anekant Education Society's COLLEGE OF PHARMACY, Tandulwadi Road, (T.C. College campus), Baramati, 413102, referred to as "Second Party" (which expression shall mean and include its legal heirs, administrators, and permitted assigns).

(Referred to herein as "Parties" or individually as "Party")

Purpose:

The purpose of this Agreement is to establish a relationship between the company and College by organizing mentorship and guidance programs for the students to grow their career with the right decision.

WHEREAS

- The Parties are interested in working together in connection with the Purpose described in this Memorandum.
- This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- Each Party 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:

(1). PROJECT AND PURPOSE

1.1. The Parties intend to investigate the prospect of working together and/or actually working together on a project, which will be referred to as CSR Activities ("The Project").

1.2. The Project has the following purpose ("The Purpose"):

- **CSR Program Overview:** Sahyadri Software is executing a CSR program at **Anekant Education Society's COLLEGE OF PHARMACY, Tandulwadi Road, (T.C. College campus), Baramati, 413102** The program is entirely managed by the company, and a portion of the company's revenue is allocated to fund this activity.



- **Funding and Third-Party Involvement:** The company disburses funds to a third party to help conduct the program. The company uses a specific funding formula, referred to as the 100%, 20/80% formula, to manage these contracts, where 20% of the cost is covered by the college or student, and 80% is funded by the company.
- **Refundable Amounts:** A portion of the funds is refundable based on the merit list of students benefiting from the program.
- **Training and Centre of Excellence (COE):** Within 15 days from training, the company plans to establish a COE **Anekant Education Society's COLLEGE OF PHARMACY, Tandulwadi Road, (T.C. College campus), Baramati, 413102**, providing hardware such as PCs.

(2). BINDING

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

(3). CHANGES TO MEMORANDUM

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

(4). GENERAL OBLIGATIONS

- 4.1 Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and use their best endeavors to achieve the Purpose and to give effect to the terms of this Memorandum.
- 4.2 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.
- 4.3 Each Party agrees to cooperate in the spirit of mutual understanding and goodwill to develop the Parties' relationships and pursue the Purpose.

(5). ROLES OF PARTIES

5.1. **Sahyadri Software, Pune** will have the following obligations in relation to the Project:

1. Project Management and Oversight:

Sahyadri Software shall manage and oversee the CSR program at **Anekant Education Society's COLLEGE OF PHARMACY, Tandulwadi Road, (T.C. College campus), Baramati, 413102**, ensuring activities align with agreed plans, timelines, and quality standards.

2. Funding and Financial Management:

The company shall allocate a portion of its revenue to finance the CSR activities, ensuring that funds are disbursed in a timely and efficient manner.

Sahyadri Software's will also disburse funds to a third party to conduct specific activities under the program, adhering to the 100%, 20/80% formula. The company will manage and monitor these funds to ensure they are used appropriately.

4. Establishment of a Centre of Excellence (COE):



3.Implementation of the Training Program:

The company will design and implement a comprehensive training program for the students at **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, the program will last for one month and cover relevant skills and knowledge areas.

Within 15 days from training program, Sahyadri Software's will establish a Centre of Excellence (COE) within **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, The COE will be equipped with necessary hardware, including Pois, to support ongoing learning and development.

5.Merit-Based Refunds:

The company will offer a refund of a portion of the funds based on the merit list of students who have successfully completed the training program. This refund will be calculated according to the terms and conditions outlined in the contract.

6.Regular Reporting and Communication:

Sahyadri Software's will provide regular updates and reports on the progress of the CSR project, including financial reports, training outcomes, and the establishment of the COE The company will maintain open lines of communication with all stakeholders, ensuring that any issues or concerns are promptly addressed.

7.Compliance with Legal and Ethical Standards:

The company shall ensure that all activities conducted under the CSR program comply with applicable laws, regulations, and ethical standards. This includes adherence to corporate governance principles and transparency in all dealings

5.2. **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, will have the following obligations:

Facilitation and Support of CSR Activities

Sahyadri Software, Pune shall facilitate the implementation of the CSR program by providing necessary support to Sahyadri Software's and any third parties involved. This includes granting access to college facilities, resources, and personnel required for the smooth execution of the program.

Student Participation and Coordination

The college will ensure active participation of eligible students in the training program. This includes selecting students based on agreed criteria and maintaining a merit list as per the terms and conditions of the program **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, shall coordinate with the students and their respective departments to ensure their full engagement in the training session.

Infrastructure and Logistical Support



The college will provide the necessary infrastructure, such as classrooms, labs, and other facilities, to support the training program and subsequent establishment of the Centre of Excellence (COE) **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, will also ensure that all logistical arrangements, such as the availability of electricity, Internet, and other utilities, are in place for the successful conduct of the training and COE activities

College campus) Baramati, will also ensure that all logistical arrangements, such as the availability of electricity, Internet, and other utilities, are in place for the successful conduct of the training and COE activities

Collaboration with Third Parties

The college will collaborate with any third-party entities involved in the program, ensuring that their activities are aligned with the objectives of the CSR project. This includes providing the necessary support to third parties as required for the completion of their tasks. Monitoring and Reporting

Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus)

Baramati, shall monitor the progress of the students during the training program and provide feedback to Sahyadri Software's. The college will also contribute to the preparation of reports on student performance and the overall success of the program. The college will maintain accurate records of student attendance, performance, and other relevant data for reporting and valuation purposes.

Maintenance of the Centre of Excellence (COE)

After the establishment of the COE, **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, will be responsible for maintaining the hardware and other resources provided by Sahyadri Software's. This includes ensuring the proper usage, security, and upkeep of the equipment and facilities.

The college will also promote the COE as a key resource for students and faculty, encouraging its utilization for ongoing educational and developmental activities.

Compliance and Ethical Standards

The college shall ensure that all activities conducted under the CSR program comply with applicable laws regulations, and ethical standards **Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati**, will work with Sahyadri Software's to ensure that the program is conducted with integrity and transparency.

Feedback and Continuous Improvement

Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati, will provide feedback to Sahyadri Software's on the effectiveness of the CSR program.

(6). CONFIDENTIALITY

6.1. Notwithstanding anything contained herein, this "Confidentiality" clause is intended to be legally binding on the Parties herein.

6.2. The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information").

6.3. The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information (Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides



- 6.3.1. The Receiving Party shall keep the Confidential Information confidential and secret.
- 6.3.2. The Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
- 6.3.3. The Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

6.4. If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is confidential information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

6.5. Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(7). COMPETITION

7.1 Each Party respectively agrees that for the period of time as set out in this clause (the Time Period") after the Party ceases to participate in the Project, and within the geographical area as set out in this clause (the Geographical Area"), the Party will not, either directly or indirectly, whether as an employee, partner, sole trader, manager, director, advisor, agent, representative, affiliate, consultant, shareholder, unit holder, trustee, contractor or otherwise, undertake any of the following

7.1.1. Engaging in a business or project that is the same as, similar to or in competition with the Project.

7.1.2. For the purposes of this clause, "the Geographical Area" means the area where either party currently doing business.

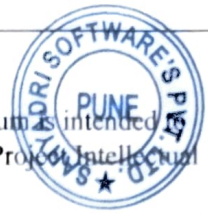
7.3. Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project

7.4. Count of students must be available as per discussion with parties.

(8). INTELLECTUAL PROPERTY

8.1. In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property"). For the purposes of this Memorandum, "Project Intellectual Property includes but is not limited Information, ideas, innovations, developments, improvements, inventions, discoveries, plans, reports, drawings, specifications, advice, analyses, designs methodologies, code, artwork, or any other intellectual property, and Intellectual property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else).

8.2. Intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property: directly, indirectly, independently or in cooperation or conjunction with another person or persons; during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and location where the Party ordinarily participates in the Project, or at some other location. Intellectual property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and intellectual property that relates in any other way to the Project or any business that is developed in connection



8.3. Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.

8.4. Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate.

(9). TIMING AND DURATION OF PROJECT

9.1. This Memorandum will commence on December 03, 2024.

9.2. 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 December 03, 2024.

9.3. This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.

9.4. The Parties may terminate this Memorandum by mutual agreement. Either Party may terminate this Memorandum by providing a notice period of 30 (thirty) business days.

(10). COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

(11). FORCE MAJEURE

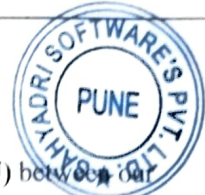
11.1. If and to the extent that a Party's performance of any of its obligations under this MOU, is hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

11.2. If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

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(12). INDEMNITY

12.1. Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to.



(13). SOFTWARE SUPPORT

We are delighted to announce the signing of a Memorandum of Understanding (MoU) between our company and Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati, this strategic collaboration is aimed at providing valuable opportunities for students under our Corporate Social Responsibility (CSR) initiative.

As part of this partnership, we will be offering a comprehensive **Mock Test Series** for students, with **50% of the cost being covered by our company**. These mock tests are designed to help students enhance their academic and professional skills, preparing them for competitive exams and career challenges.

This MOU reflects our commitment to empowering the next generation of Students and professionals by providing them with affordable and accessible learning tools.

We look forward to a fruitful collaboration and are excited about the positive impact this partnership will bring to the students of Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati.

(14). LIMITATION OF LIABILITY

13.1. Neither Party will be liable for, nor will the measure of damages include, any punitive or consequential or indirect losses or damages, including lost profits or third-party claims arising out of or relating to its performance or failure to perform under this MOU. Liability for all punitive or consequential or indirect losses or damages is hereby expressly excluded.

13.2. Notwithstanding anything contained in this MOU, a Party's liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to, those arising out of or related to this MOU) with respect to claims (whether third party claims, indemnity claims or otherwise) shall not under any circumstances exceed the project amount.

(15). NO OTHER RIGHTS GRANTED

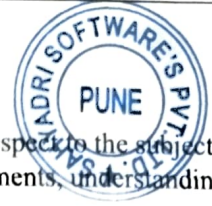
14.1. Notwithstanding any provision to the contrary, each of the Parties agrees that the Parties (or any Person forming part of the Parties) shall not for a period of 2 (two) years from the date of this MOU:

14.1.1. Directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee or consultant of the other Party,

14.1.2. Directly or indirectly, approach canvass, solicit, or otherwise entice using any incentive whatsoever (whether such incentive be in cash, kind or a composite of the same or in any other manner), any employees, vendors, customers, consultant, contractor or agent of the other Party.

(16). SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect. such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.



(17). ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

(18). NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

(19). AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(20). DISPUTE RESOLUTION

19.1. Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

19.2. The courts in Satara, Maharashtra shall have exclusive jurisdiction over any dispute, differences or claims arising out of this MOU.

19.3. Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties

19.4. The arbitration proceedings shall be held in Anekant Education Society's COLLEGE OF PHARMACY, (T.C. College campus) Baramati, Maharashtra in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force

19.5. The Parties agree that the arbitration award shall be final and may be enforced as a decree.

19.6. The Parties further agree that subject to the above only the competent courts at Satara, Maharashtra shall have jurisdiction in all matters arising hereunder.

19.7. The Parties further agree to keep the arbitration proceedings and the arbitral award confidential

19.8. If either Party employs atom eyes to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

(21). NOTICES

Except as otherwise specified in this MOU, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this MOU shall be in writing and shall be deemed given when sent to the address specified in the title clause of this MOU.

Either Party may change its address for notification purposes by giving the other Party 10 (ten) days' notice of the new address and the date upon which it will become effective.



(22). 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 **January 22,2025**

IN WITNESS HEREOF, the parties hereto have executed this Agreement by properly authorized persons.

**Sahyadri Software,
Pune**

**College Name: Anekant Education Society
COLLEGE OF PHARMACY, (T.C. Colleg
campus) Baramati,**



(Authorized signatory)

(Authorized signatory)
PRINCIPAL

**Anekant Education Society
College of Pharmacy, Baramati**



Name: B.S. Patil

Name: Dr. Darshan V. Shah

Designation: General Manager CSR

Designation: Principle

Place: Pune

Place: Baramati

Date: 22/01/25

Date: 22/01/25