

## MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Annasaheb Vartak Senior College**

And

**White Code Technology Solutions Pvt. Ltd.**

This MEMORANDUM OF UNDERSTANDING ("MoU") is made on the 17th day of January 2022 between **Annasaheb Vartak Senior College**, an higher education institution located at **Vasai** (hereinafter referred to as "**AVSC**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) AND **White Code Technology Solutions Pvt. Ltd.**, an Information Technology company incorporated under the Companies Act 1956, and having its office at 3rd Floor, Office No 305 Navale Icon, Narhe, Pune, Maharashtra 411041 (hereinafter referred to as "**WhiteCode**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

AVSC and WhiteCode are to be collectively referred to herein as '**Parties**' and individually as '**Party**'.

### BACKGROUND

- A. **AVSC**, Vasai, managed by Vidyavardhini, affiliated to University of Mumbai, was established in the year 1971. The College is accredited by NAAC with Grade B++.

B. **WhiteCode** is Founded in 2010 by a team of expert IT software professionals to provide a world class platform for different technologies, software solutions to global business leaders and facilitators. Company is also serving technology solutions related to NAAC to educational institutions. WhiteCode Development Center in Pune(India) provides customized IT solutions and services for clients in several industry sectors including Education, HealthCare, eCommerce, Customer Relational, Human Capital, Manufacturing and Finance.

C. The Parties recognise the capabilities, interests, and resources that each Party brings; and are exploring the possibility of bringing together their capabilities and resources to further the joint ambitions in implementing web based solutions that will be accessible through the internet. The focus is to build a website as per NAAC guidelines whose accessibility will be internet based.

## 1. Objectives

The objective of this MoU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions, including:

- a. Enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the needs and capabilities of both Parties to fulfill their respective commitments relating to the Project; and
- b. Setting out the possible framework, structures, working relationships, directions, work plans and future commitments of the Parties in relation to the Project.

## 2. Contributions

The Parties intend to work to achieve the respective contributions attributed to them in **Exhibit A** to this MoU. Each contribution is subject, where applicable, to licensing terms and obtaining necessary approvals.

## 3. Term and Termination

- a. This MOU commences on the date hereof and automatically terminates upon the occurrence of:
  - I. The execution of the final agreement/proposal necessary to put effect to the Project; and
  - II. The Expiry Date described in **Exhibit A** to this MoU.
- b. The Parties may upon mutual agreement extend the Expiry Date.
- c. Either Party may terminate this MoU at any time by giving a 30 (thirty) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.

## 4. Operational Terms and Execution

- a. WhiteCode will develop AVSC's website as per agreed terms and conditions proposed in the respective proposal document.
- b. If AVSC is seeking for web based products then expiry of the product is subject to duration mentioned in the respective proposal.
- c. If both the parties agree to customize the existing product it will be subject to additional cost or no cost as per the agreement of both the parties.
- d. Hosting and domain services are included or excluded as per agreed terms.

## 5. Financial Terms

- a. Amount to be paid once a deal is awarded to WhiteCode on agreed terms in the proposal.
- b. WhiteCode will keep on supporting the development process and a new order can always be placed with due communication as per proposal and agreed terms.
- c. Any purchase of third party services such as Bulk SMS, SSL certificate, website template/theme, Payment gateway setup fee, etc. will be charged as per the as per proposal and agreed terms.

## **6. Expenses**

Each Party will bear its own costs and expenses incurred in connection with the performance of its obligations under this MoU and any other matter relating to this MoU.

## **7. Non-exclusivity**

This MoU is non-exclusive. Nothing in this MoU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MoU or any other matter.

## **8. Assignment**

Neither Party may assign its right(s) under this MoU without obtaining the prior written consent of the other Party.

## **9. Amendments or Modification**

Any amendment or modification to this MoU must be mutually agreed upon in writing and signed by duly authorized representatives of both the Parties. Modification or amendment in any other form are void.

## **10. Confidentiality**

Neither of the Parties shall, at any time, disclose to any third party, any confidential information/ proprietary Information of the other Party, which is acquired pursuant to this MOU without the prior written consent of the other Party.

## **11. Relationship of the Parties**

Nothing in this MOU is intended to establish or create a partnership, joint venture or other formal business entity between the Parties and neither of them has any authority to bind the other in any way. This MoU does not constitute any Party the agent of the other Party or constitute any other fiduciary relationship between the Parties.

## **12. PUBLICATION OF ARTICLES**

Either Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the reports and findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other periodical, or book, in any media, provided that the Parties have decided, where appropriate, that a joint application for registration of a trademark, service mark or design or an application for a patent will be made, such an article will not be published until the said application has been made. A copy of the article shall be provided prior to publication to the Party whose written consent is required hereunder for that Party's perusal and written consent.

### **13. Binding Provisions**

- a. Nothing in this MOU obliges a Party to or constitutes a representation by either Party that it will enter into a binding agreement with the other Party.
- b. Save as expressly provided herein, this MoU does not constitute an enforceable or binding agreement between the Parties but merely a statement of their intention and understanding. Consequently, neither Party may assert any claim for damages or injury arising from this MoU or reliance on any of the provisions of this MoU, except for those provisions that are expressly identified as binding.

### **14. Dispute Resolution**

- a. Any disputes arising under or in connection with this MOU shall be settled by negotiation and application of alternative dispute resolution techniques to the maximum extent practicable.
- b. In the event that a disagreement arises, both the parties shall enter into discussions in good faith and in a timely and cooperative manner to seek resolution.
- c. Incase of legal proceedings it should be filed under the jurisdiction of Pune.

**15. Limitation of Liability**

To the fullest extent permitted by law:

- a. Neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MoU; and
- b. Each Party's total liability to the other Party for any other damage under this MoU is limited to the amount actually paid by that Party to the other Party in respect of the Project.

*This MoU is signed by parties on execution date*

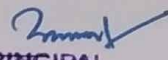
**Annasaheb Vartak Senior College**

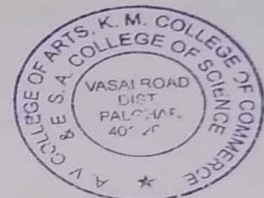
By signing this MoU, I also confirm that I am authorized to sign on behalf of AVSC.

Signature and Stamp: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
**PRINCIPAL**  
A. V. COLLEGE OF ARTS  
K. M. COLLEGE OF COMMERCE  
E. S. A. COLLEGE OF SCIENCE  
VASAI ROAD, DIST. PALGHAR-401202.



**White Code Technology Solutions Pvt. Ltd.**

By signing this MoU, I also confirm that I am authorized to sign on behalf of WhiteCode.

Signature and Stamp: \_\_\_\_\_

Name: Amit Patil

Title: CEO, WhiteCode



## EXHIBIT A

<b>WhiteCode contribution</b>	<ul style="list-style-type: none"><li>• WhiteCode will provide required tools &amp; technologies to build web applications with infrastructure, DevOps, Collaboration Suite, Blockchain, Analytics, AI, ML and as required and agreed.</li><li>• Subject Matter Expertise (SME) to evolve the proposed initiative.</li><li>• Provide technical expertise as required towards enablement and capacity building of stakeholders and officials of various groups involved during the journey of evolution.</li><li>• Program Management/ Overall coordination towards successful building and execution of the proposed initiative and running project governance.</li></ul>
<b>AVSC contribution</b>	<ul style="list-style-type: none"><li>• Provide functional requirements for the proposed project.</li><li>• Provide required data sets by engaging with concerned authorities for the initiative; Data security and ownership of data to reside with AVSC.</li><li>• Provide required devices and resources to augment to capability of solutions offered by WhiteCode</li><li>• Offer project coordinator to evolve the proposed initiative and pilot development</li><li>• Provide Test cases and Test data for validation of the proposed initiative</li></ul>
<b>Expiry Date</b>	16th January 2023