

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**EduKerron International**

Registered: Plot No. 443, Avishkar Colony, N-6, CIDCO, Aurangabad (MH) In  
reachus@edukerron.in | Web: www.edukerron.in

AND

**P E S College Of Engineering, Nagasenvana,  
Aurangabad**

(Hereinafter referred to as PESCOF)

Nagsenvana, Aurangabad, Maharashtra, India

MOUs 6.  
PES  
ETC Dept

## I. INTRODUCTION

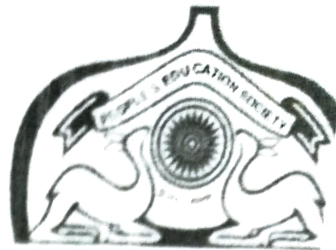
THIS MEMORANDUM OF MOU ("Memorandum"), dated 08/11/2021, between EduKerron International, Aurangabad, Maharashtra, India established under the laws of Ministry of Micro, Small and Medium Enterprises (Reg no MH04D0052770) of India, aiming Educational Support Services and consultancy; with its offices at P no 443, Avishkar Colony, N-6, Cidco, Aurangabad, MH, India 431003. Represented by Mr. Kerron Vaishnav, Founder of EduKerron International; multipurpose MSME and P.E.S. College of Engineering, Aurangabad, Maharashtra India, collectively referred to as "the Partners". MOU is duly empowered and authorized by requisite Resolution of the Board of Directors/legal representatives of the organization to sign and execute this MOU on behalf of the organization and to perform the obligations contained hereunder.

EduKerron International and PESCOE shall individually be called as partners and collectively be called partners as the circumstances may require.

EduKerron International as partner 'A' and PESCOE as partner 'B' shall individually be called partners and collectively be called partners as the circumstances may require.

## II. PREAMBLES

WHEREAS, EduKerron International is an organization, multipurpose *not-for-profit* established with the goal of sustainable development of the society, youth, and all it needed with any areas of on the humanitarian grounds with multipurpose goals and sustainable development of the society and vice a versa.



WHEREAS P.E.S. College of Engineering established in 1994 in historic city of Aurangabad approved by AICTE New Delhi and affiliated to Dr. B.A.U. Lonere. It is one of the leading Engineering Education Institutes in Aurangabad which provides academic excellence for aspiring students. Along with academics, students as well as faculties must have industrial exposure & awareness to latest trends of technology. This is possible with the joint efforts by academic institutions & industries for welfare of society. WHEREAS this MOU has as its objective the cooperation and participation of both organizations for many opportunities for the youth, society and environment. AND WHEREAS described in future for other reasons, and for this reason this MOU facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical and institutional collaboration in many areas of opportunities and projects.

WHEREAS the missions of the Partners are complementary;

THEREFORE, the Partners wish to continue working together and in compliance with the following clauses.

### **Job Scope, Responsibilities and Terms & Conditions**

#### **A. General**

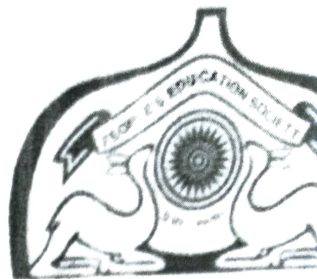
1. This MOU / offer is the final document and all prior communications are null and void.
2. This MOU shall remain in force from 08/11/2021 unless terminated earlier as provided herein. The amount of consideration payable for the due discharge of our obligations and deliverables hereunder are part of the project partnership.
3. Either Organization may terminate this MOU by giving written notice of such intention at least 30 days in advance.
4. Any communication or notice to a Organization shall be signed by the notifying Organization's representative stated below:
  - 4.1 For national and international level, the final approval/ sign off will be from:
    - 4.1.1 Mr. Kerron Vaishnav, Founder Director, EduKerron International, Aurangabad, MH, India
    - 4.1.2 Dr. Abhijeet P. Wadekar, Principal, P.E.S. College of Engineering, Aurangabad.
  - 4.2 All communication and/ or notices if signed and served to either Organization as above shall be final and treated as confirmed.
  - 4.4 All telephonic changes/ cancellations should be backed up by an email to this effect.

### **III. RESPONSIBILITIES OF PARTNER ORGANIZATION**

#### **DESCRIBE PARTNER'S RESPONSIBILITIES UNDER THIS MOU**

"European Study Center" - The Concept by EduKerron International as a Knowledge Partner will work with P.E.S. College to create, implement, monitor and evaluate regular and annual work plans and project/s that identify specific objectives and activities of interest to both Partners locally and internationally and which are incorporated in this MOU by reference.

Within the context of specific projects, EduKerron International will work with Parul University to establish mutually amenable methods of coordination which will be included as part of the Work Plans and projects.



A Dedicated Office of European Study Centre with all the necessary amenities will be established at PESCOE, Aurangabad

- Partner 'A' will help and guide for Formal and non-formal Educational, Cultural, sports and other beneficial opportunities to students, faculties and organizational level.
- Partner 'A' will help and guide on mutual agreement by partner 'B' to develop summer school abroad, internship abroad, Research and Innovation funded, self-funded and non-funded projects, cultural and social events and exchanges, local and abroad.
- Submit the research-oriented projects available with European commission and/or any project/research project.
- Partner 'A' will register, promote and build networking for project related activities for partner 'B' in such projects.
- Partner 'B' will fully cooperate partner 'A' to register, promote and build networking for project related activities online/off-line.
- In every project there will be partnership and activity involvement of partner 'A' with mutual agreement.
- Submission of the project/s for validation, funding will be sole responsibility of partner 'A' and partner 'B' will support fully.
- All the projects submitted for funding is subject to approval of the project by the concern organization where the projects will be submitted and partner 'A' take no responsibility of guaranteed project approval or any funding.
- Partner 'A' takes grace period to setup the office, networking, activities, training project submission related activities will be approx one year from the date of signing this MoU and partner 'B' fully coordinate and support mutually.

#### IV. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

EduKerron International, Aurangabad, MH, India

Mr. Kerron Vaishnav

Founder Director

P. NO. 443, Avishkar Colony, N-6 Cidco, Aurangabad - 431001

Ph: +91 855400 7777

Email: [kerron@edukerron.in](mailto:kerron@edukerron.in)

#### PARTNER:

P.E.S. College of Engineering, Aurangabad

Dr. Abhijeet P. Wadkar

Principal, P.E.S. College of Engineering, Aurangabad

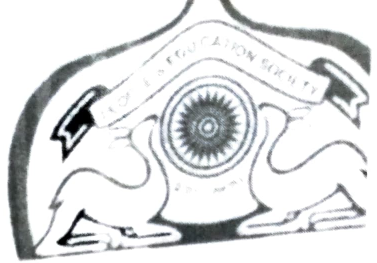
Ph: +91

Email: [principal@pescoe.ac.in](mailto:principal@pescoe.ac.in)

Such Principal Contacts may be changed in writing from time to time by their respective Partners.



dufferron



#### V. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either organization for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the organization that provided it. This property can be used by either organization for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

#### VI. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect from that date if mutually agreed, signed, unless earlier terminated. Neither organization may assign or transfer all or any portion of this MOU without the prior written consent of the other organization.

The provisions of this MOU may only be amended or waived by mutual written MOU by both Parties.

Any Organization may terminate this MOU and any related MOU, work plan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Organization; provided, however, that in the event fails to perform any of its obligations under this MOU PARTNER shall have the right to terminate this MOU and any related MOU, work plan and budget immediately upon written notice.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

#### VII. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either organization, and that such obligations shall arise only upon joint execution of a subsequent MOU or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent MOU's or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All PARTNER funds are further subject to PARTNER's obligation to expend PARTNER funds solely in accordance with the agreed upon budget and the line items contained therein. And that will be reserved by backing up emails initially or any best way of communications in written.

#### VIII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this MOU, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this MOU in a legal forum.

#### IX. No Poaching



EduKerron



- a) Neither Party to this MOU shall directly or indirectly approach partner institutes, organizations, associations not for profit or for profit or any individual if they are being introduced by either parties offer employment or any other monetary compensation or Partnership or Directorship to any person who is either presently on employment with the other Party or with any of its affiliated organizations or who had worked with the other party or with any of its affiliated organizations within a period of 5 years from the date of cessation of employment with the other Party or with any of its affiliated organizations as the case may be. In the event of any non-compliance in this respect by either Party, then and in that event the Party not in the breach shall have the option to terminate this MOU. In few such circumstances one should seek prior permission in advance and mutually agreed for direct approaches.

#### **X. Governing Law & Jurisdiction**

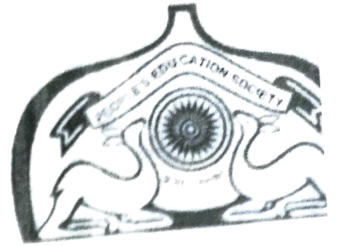
This Contract shall be governed by and construed/ enforced in accordance with the Laws of India and for the purpose of enforcement of any of the rights under this MOU, the Courts in Aurangabad (Maharashtra) alone shall have jurisdiction.

#### **XI. Force Majeure**

The Parties hereto shall not be held responsible or liable for any noncompliance under this MOU if it is prevented from performing its obligation under the terms of this MOU by reason of any event beyond its control such as laws or regulations, action by any statutory authority – local or otherwise riots, insurgency, war, terrorist action, acts of God and any unforeseen circumstances. Null response of cooperation of staff members, incomplete work, technical not technical issues. The respective obligations hereunder of the Parties shall stand suspended during the period of subsistence of the said events. If the said events continue unabated beyond 3 months from the date of occurrence of the said event then notwithstanding anything contained herein, the affected Party may terminate this MOU.

We confirm that nothing in this MOU shall be construed as creating the relationship of employer and employee, master and servant, principal and agent, or partnership between EduKerron International and PESCOE, Aurangabad. EduKerron International and PESCOE, Aurangabad are and shall remain an independent organization at all times with respect to its performance hereunder and shall have no right or authority to assume or create any obligation – express or implied and vice versa.

ukerron



ENTIRELY

This MOU, including all Annexes, embodies the entire and complete understanding and MOU between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by in person or e-mail.

FOR: EduKerron International

FOR: PESCOE, Aurangabad

Kerron Varshnav  
(Founder Director)

Dr. Abhijeet P. Wadekar  
Principal

Date: 08/11/2021

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Witness 1) \_\_\_\_\_

Sign: \_\_\_\_\_

Witness 2) \_\_\_\_\_

Sign: \_\_\_\_\_

Place: Aurangabad, Maharashtra, India

Witness 1) V. V. Kulkarni

Sign: \_\_\_\_\_

Witness 2) Dr. M. R. Rajput

Sign: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**ENLIGHT EDUCATION, AURANGABAD**

**AND**

**PES COLLEGE OF ENGINEERING, AURANGABAD**

This MoU is entered into on the **21 day of JANUARY, 2021** by and between **ENLIGHT EDUCATION, Aurangabad**, an Institute for competitive exams preparation

**AND**

**PES COLLEGE OF ENGINEERING, BESIDES PANCHAKKI ROAD, NAGSENVAN, AURANGABAD, MAHARASHTRA 431 002.**

The aforesaid institutions are hereinafter referred to individually as ***institute*** and collectively as ***institutes***.

**1. OBJECTIVES OF THE MoU**

The objectives of the MoU are:

- a. To promote and enhance academic interests between both the institutes.
- b. To provide infrastructure facilities to the students preparing for competitive exams (Civil Services, Banking, etc.)
- c. To encourage more students to prepare online/offline for competitive and banking exams.
- d. To continue education activities between both the institutes.

  
Director

ENLIGHT EDUCATION

  
Principal  
P.E.S. College of Engineering,  
Aurangabad.



## 2. TECHNICAL AREAS OF COLLABORATION

- a. To allow the students to use the college computers for online preparation of Civil Services/Banking Exam.
- b. To provide reading room facilities to students prepare for Civil Services/Banking Exam.
- c. Provide academic interaction by delivering special lectures on Current, Finance, Economics Social Science topics of relevance to Civil Services/Banking Exam.
- d. Provide necessary support for organizing workshops and personality development programmes at **PES COLLEGE OF ENGINEERING, BESIDES PANCHAKKI ROAD, NAGSENVAN, AURANGABAD, MAHARASHTRA 431 002.** for enhancement of skills of students to increase their employability.

## 3. PROPOSED MODES OF COLLABORATION

**ENLIGHT EDUCATION** and **PES COLLEGE OF ENGINEERING** propose to collaborate through the following:

- a. Cooperation and promotion of education and training in the field of Preparation for Competitive exams.
- b. Cooperation for online/offline mode of preparation for Civil Services/Banking Exam.

A specific plan will be worked out by the institutes depending upon the availability of resources. A specific agreement will be entered into for each activity.

## 4. TERMS AND CONDCTIONS

- a. Providing the infrastructure facilities to students for Civil Services/Banking Exams will be the responsibility of **PES COLLEGE OF ENGINEERING.**
- b. Providing the online/offline courses with study material to students for Civil Services/Banking Exams will be the responsibility of **ENLIGHT EDUCATION.**
- c. This MoU may be amended, renewed and terminated by mutual written agreement of the institutes at any time.
- d. Either Institute shall have the right to terminate this MoU upon 60 days prior written notice to the other institute.



*[Signature]*  
Director

ENLIGHT EDUCATION

*[Signature]*

Principal  
P.E.S. College of Engineering  
Aurangabad.

## CONFIDENTIALITY

- a. The **PES COLLEGE OF ENGINEERING** and the **ENLIGHT EDUCATION** agree to hold in confidence all information/data designated by the institutes as being confidential which is obtained from either institute or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other institute.
- b. The above confidential clause under this MoU excludes the information/data possessed by either institute before entering into this MoU or independently developed and/or information already available through public domain.

## 6. DURATION OF MoU

This MoU, unless extended by mutual written consent of the institutes, shall expire in three years after the effective date specified in the opening paragraph. However, on review, the MoU shall be extended for another TWO years by mutual consent.

## 7. COORDINATORS

Both institutes will designate persons who will have responsibility for co-ordination and implementation of this agreement.

## 8. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights (IPR) that arise as a result of joint venture and collaborative activity under the agreement will be worked on a case to case basis and will be consistent with officially laid down IPR policies of the two institutes.



**Director**  
**ENLIGHT EDUCATION**



**Principal**  
**PES College of Engineering**

## 9. SIGNED IN DUPLICATE

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

On behalf of

  
Director,

**ENLIGHT EDUCATION,**  
BESIDES NATH MANDIR,  
AURANGPURA, AURANGABAD.

Director  
**ENLIGHT EDUCATION**

  
Principal I/C

**PES COLLEGE OF ENGINEERING,**  
BESIDES PANCHAKKI ROAD,  
NAGSENVAN, AURANGABAD.

Principal  
**P.E.S. College of Engineering,**  
Aurangabad.



☎ : (0240) 2403001, 2403019, 2403017.  
Fax : (0240) 2400031



PEOPLE'S EDUCATION SOCIETY'S (MUMBAI)

## P.E.S. COLLEGE OF ENGINEERING

Panchakki Road, Nagsenvana, Aurangabad - 431 002 (M.S.)

E-mail : [principal@pescoe.ac.in](mailto:principal@pescoe.ac.in) Web : [www.pescoe.ac.in](http://www.pescoe.ac.in)

NAAC - ACCREDITED "B+" GRADE

**FOUNDER : BODHISATVA BHARAT RATNA DR. BABASAHEB AMBEDKAR**

M.A., Ph.D., D.Sc. (London), LL.D. (Columbia), D.Litt. (Osmania), Barrister-at-Law

CHAIRMAN  
Dr. S. P. Galkwad  
G.C.A.M.

SECRETARY

PRINCIPAL  
DR. ABHIJEET P. WADEKAR  
Ph.D. (Civil Structure)

Ref.No. : PESCOE *M/11/CE/20* 20-2021/277

Date :

No.

Dated : 07/10/2020

Draft for

Memorandum of Understanding

Between

P.E.S College of Engineering, Aurangabad

(Department of Electronics & Telecommunication)

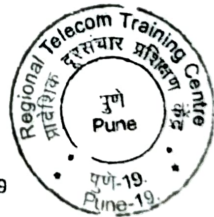
and

Regional Telecom Training Centre,

Bharat Sanchar Nigam Limited

(A Government of India Enterprise)

Plot No. 121/122, MIDC 'G' Block, Chinchwad, Pune - 411019



- c. To organize industrial visits for students of P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) with mutual consent.
- d. To provide in-plant training to the students of P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) with mutual consent.
- e. To train the students to enhance their employability by conducting training programs to bridge the gap between academics and industry.
- f. To provide the link of BSNL RTTC Pune and information of the various training programs to be conducted by BSNL RTTC Pune on P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) website and their notice boards for information and wide publicity among students/faculties.

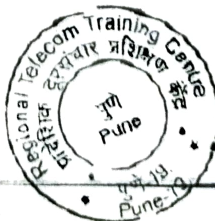
## 2) Mobilization and Selection :

- a. RTTC Pune has agreed to impart training on proposed Telecom Training Courses to Engineering students as per the terms and conditions of this MoU.
- b. P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) shall display notification on website & notice board and carry out the Selection of students for the training/s.
- c. P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) shall send a detail list of selected students to RTTC, Pune in the given format (also in soft copy), one week prior to the commencement of the training.
- d. RTTC, Pune shall submit a course commencement letter prior to the commencement of the course.

## 3) Training Service Delivery:

### a. Infrastructure –

1. RTTC, Pune shall conduct the course at its authorized training centers only.
2. RTTC, Pune shall ensure that the training centers should have the minimum facilities like good classrooms and other good facilities for conducting training.
3. For online training courses, RTTC Pune shall conduct online, live and interactive sessions through the subject matter experts.
4. In case of availability of the trainers / subject matter experts, training sessions may be conducted at the location of the P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication). In such cases the training infrastructure and accommodation for the trainers / subject matter experts trainers shall be provided by the P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication).



5) Assessment and Certification:

- a. RTTC, Pune will conduct examination/Evaluation of the students and award the grade indicating completion of Training.
- b. RTTC, Pune shall provide certificates to the trained and successful candidates on last day or any convenient day of closing as agreed. The certificate should be provided in collaboration with P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication)
- c. RTTC, Pune may conduct re-examination for the unsuccessful candidates to give them one more opportunity.

6) Financial Terms and Conditions:

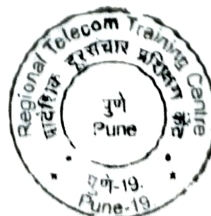
- a) Fee Structure for the training courses is as per the Annexure 'A' of this MoU.
- b) P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) will submit the fees batch wise.
- c) Food charges (breakfast, lunch, evening snacks and dinner) to be paid directly to the mess contractor of the Hostel of RTTC Pune by the students. The allotment of the Hostel room is subject to availability.
- d) The contract may be extended to conduct more batches at different places, based on the mutual agreement and feasibility.
- e) The total training charges are to be paid within 5 days from the date of commencement of the training either through DD in favour of Accounts Officer (Cash), BSNL, Pune or through NEFT to an authorized account which will be provided after this agreement.
- f) No refund of fees for drop outs or if the trainee discontinue the training during training period within one module Silver/Gold/Platinum will be entertained.

7) Reporting :

- a. A comprehensive report (Attendance/Evaluation etc) of the training shall be furnished by RTTC, Pune to P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication)
- b. In response P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) will submit the satisfaction report.

8) Confidentiality :

The parties agree to maintain the confidentiality and shall not disclose contents of this agreement to any third party or shall not use for any purpose (other than in connection with this MoU) any information relating to the other's business which is marked 'Confidential' or its clearly by its nature confidential without the disclosing party's written consent. Each of the parties may disclose the other's confidential information to the employees, agents, contractors and professional advisors on a need to know basis and to others having a legal right or duty to know that information





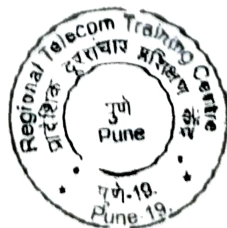
majeure can be mitigated then the other party shall have the right to terminate this Agreement.

12) Term and Termination :

This Agreement shall be effective from the date of execution and shall continue till entire period of this MoU and the same is duly accepted by the P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) under signature of its authorized signatories or unless terminated in accordance with the provisions of this agreement, whichever is earlier. Notwithstanding anything stated herein upon expiry or early termination of this agreement, all obligations of the Parties shall cease to be valid and enforceable.

13) Miscellaneous :

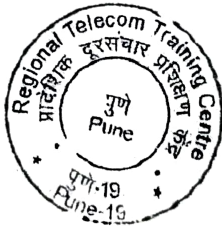
- a. Any modification/amendments to this agreement can only be made in written and signed by both parties subject to approval of the competent authority of BSNL.
- b. This agreement does not restrict either party from participating in similar activity with other private or public agencies, organizations and individuals.
- c. P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) and Principal RTTC, Pune will take the final decision whether to continue working on further project.
- d. P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication) will issue separate work order for each course.
- e. The students, in reference with the MoU, must abide by the following rules in the campus of RTTC, BSNL, Pune :
  1. The students staying in the hostel must abide by the rules and regulations of the hostel as may be framed from time to time.
  2. No student shall come into / give up / shift / alter the assigned accommodation in any room of residence or any lecture hall / lab in academic building / without prior written permission.
  3. In the event of loss of any personal property of a student due to theft, fire or any other cause the BSNL shall not bear any responsibility and shall not be liable for payment of any compensation.
  4. Students are prohibited from taking any undue or unlawful risk, which may cause heavy loss to somebody's life or his/her own life. In case of any such incident RTTC, BSNL, Pune shall not bear any responsibility for the accidents or the loss of life due to such prevented acts.
  5. The students / trainees are prohibited from behaving in any form of unlawful and unethical manner, like smoking, liquors, eve teasing, creating noise disturbing others, etc. in the campus of RTTC, BSNL, Pune. If found doing such unlawful and unethical activities, the training will be terminated for such students / trainees and no refund of training charges will be done.



9	Self Supporting Employability Enhancement Training Program (Silver) (paid EETP Silver)	Rs. 10,000/- + GST	5 <sup>th</sup> Semester One day per week	BSNL Silver Certified Engineer
10	Self Supporting Employability Enhancement Training Program (Gold) (paid EETP Gold)	Rs. 10,000/- + GST	6 <sup>th</sup> Semester One day per week	BSNL Gold Certified Engineer
11	Self Supporting Employability Enhancement Training Program (Platinum) (paid EETP platinum)	Rs. 10,000/- + GST	7 <sup>th</sup> Semester One day per week	BSNL Platinum Certified Engineer

**Notes :**

1. The above rates are subject to change as decided from time to time by the BSNL Corporate Office, New Delhi.
2. One session is of 90 Minutes duration.
3. For Sr. no. 2 to 6, discount of 10% applicable for the MoU bulk booking through P.E.S College of Engineering, Aurangabad (Department of Electronics & Telecommunication). ITU CoE certification is subject to availability.
4. For Sr. no. 7, discount of 10% applicable if students are more than 25 and 20% if if students are more than 50.
5. For all paid courses (Except Sr. No.8) the prescribed charges are to be paid to the following BSNL account (By NEFT / RTGS).  
Bharat Sanchar Nigam Limited  
Account Number : 000505023957  
IFSC : ICIC00000005  
ICICI Bank, Bund Garden, Pune  
For Sr. No.8, the charges are to be paid on the ITU Academy Portal, as mentioned on the portal.
6. After payments the details of the payments (Snapshots / Scan copy) shall be given to the RTTC, BSNL, Pune.
7. All payments are subject to verification by the BSNL, Pune.





राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.), औरंगाबाद

National Institute of Electronics and Information Technology (NIELIT), Aurangabad

इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय, भारत सरकार

Ministry of Electronics and Information Technology, Government of India

डा. बाबासाहेब अम्बेडकर मराठवाडा विश्वविद्यालय परिसर, औरंगाबाद-431004 (महाराष्ट्र), भारत.

Dr. Babasaheb Ambedkar Marathwada University Campus, AURANGABAD - 431 004 (MS), India.

दूरभाष Phone: 0240-2982021, 2982022. फैक्स /Fax: 0240-2982050. Website: [www.nielit.gov.in/aurangabad](http://www.nielit.gov.in/aurangabad) AUR.NIELIT@AUR\_NIELIT

NIELIT/FSPRIME/RPA/2023/01

Date: 03/05/2023

MEMORANDUM OF AGREEMENT (MoA)

This Memorandum of Agreement (MoA) (hereinafter called the 'Agreement') is made at Aurangabad on this 03<sup>rd</sup> May 2023 (hereinafter called the 'Effective date')

BETWEEN

National Institute of Electronics & Information Technology (NIELIT) Aurangabad, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, having its Office at Dr. Babashaheb Ambedkar Marthwada University Campus, Aurangabad - 431 004 and Headquarters at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 hereinafter referred as NIELIT, Aurangabad which expression shall, where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the FIRST PART.

AND

P. E. S. College of Engineering, Nagsenvava, Aurangabad (M.S.) - 431002, hereinafter referred as "P. E. S. College of Engineering" which expression shall where the context so admits or implies includes its heirs, executors, and successor and permitted assignees of the SECOND PART.

(NIELIT Aurangabad and P. E. S. College of Engineering shall herein after collectively be called as "Parties" and individually referred to as "Party").

WHEREAS:

NIELIT, Aurangabad has been imparting training to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT) apart from implementing different projects at the State/Centre Level. It is under the administrative control of MeitY, Govt of India.



P-116

भारत सरकार की एक स्वायत्त वैज्ञानिक संस्था

An Autonomous Society under Ministry of Electronics and Information Technology

मुख्यालय : नाइलिट भवन, प्लॉट नं.3, पीएसपी पॉकेट, इंस्टीट्यूशनल एरिया, सेक्टर-8, द्वारका, नई दिल्ली-110 077  
HQ: NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area, Sector-8, Dwarka, New Delhi - 110 077

वेबसाइट /Website : [www.nielit.gov.in](http://www.nielit.gov.in)



**WHEREAS:**

About P. E. S. College of Engineering, Aurangabad.

The People's Education Society, founded by Bharatratna Dr. Babasaheb Ambedkar at Mumbai in 1945, is having a network of numerous educational of higher learning. The PES College of Engineering is located in the historic city of Aurangabad and established in 1994. It is situated in NAGASENVAN, spread over a land of 22 acres. Its aim is to set up a standard in Technical Education so as to provide greater opportunities to aspiring engineers so as to have an overall development of individual as well as of the society.

The intake capacity of the college is 330 and offers Full Time Regular 4 years Undergraduate B. Tech. Courses in Mechanical & Automation Engineering, Civil Engineering, Electrical Engineering, Electronics & Computer Engineering, Computer Science and Engineering, Computer Science & Engineering (Data Science). We also offers Post Graduate M. Tech. Courses in Civil Engineering (Structures), Electrical Power Systems and Computer Science.

As per this MoA executed between NIELIT Aurangabad and P. E. S. College of Engineering will impart training to the beneficiaries in bridge course (80-120 hours) of Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud.

NIELIT Aurangabad will provide the requisite training of P.E.S. College of engineering faculties under Training of Trainers (ToT) in Robotics Process Automation and provide online infrastructure through LMS portal for conducting the bridge course in blended mode.

**Term**

This agreement shall be effective from 03 May, 2023 and shall remain in force initially for one year extendable up to one year from the effective date of this agreement depending on the status of the project. The term of this Agreement may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.

**Objective of the MoA:**

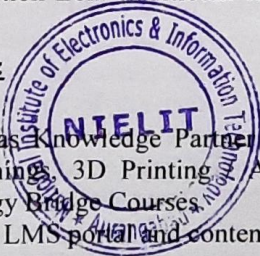
To create a re-skilling/ up-skilling ecosystem in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technologies to facilitate continuous skill as well as knowledge enhancement of the IT professionals in line with their aspirations and aptitude in a self-paced digital skill environment.

The Programme would offer a robust online platform hosted on cloud to encourage anytime, anywhere, self-paced learning. The Programme would also seek to tap the untapped potential that emerging technologies bring along by causing a transition from traditional classroom learning methodologies, to an online and blended skilling framework.

**Roles and Responsibilities of Each Parties:**

**NIELIT Aurangabad**

- 1) NIELIT Aurangabad is recognized as Knowledge Partner for imparting training in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technology Bridge Courses.
- 2) NIELIT Aurangabad will provide the LMS portal and content of the course for conduction of the training.
- 3) NIELIT Aurangabad will impart training in Robotics Process Automation to P.E.S. College of Engineering faculties under ToT scheme.



*[Signature]*

*[Signature]*



1) **P.E.S. College of Engineering, Aurangabad**

- 2) It is responsibility of Spoke Institute (P.E.S. College of Engineering) to enroll the candidates on the FutureSkills PRIME platform in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technology Bridge Course.
- 3) Spoke Institute (P.E.S. College of Engineering) should make necessary arrangement for the candidates to carryout theory, lab and project work.
- 4) To create awareness about FutureSkills PRIME Programme, the Spoke Institute can use name and logo of MeitY, CDAC/NIELIT, NASSCOM & FutureSkills PRIME in their promotional content with due endorsement from NIELIT Aurangabad.
- 5) P. E. S. College of Engineering is responsible to extend all support to the participants towards entire lifecycle of their involvement in the bridge course program.
- 6) P.E.S. College of Engineering will arrange for all infrastructure requirements including Computer Lab and Faculty for running an institute and will be responsible for completing the training modules as provided by NIELIT Aurangabad.

The Blended Learning courses in Robotics Process Automation, Internet of Things, 3D Printing / Additive Manufacturing and Social Mobile Analytics & Cloud Technology envisage that Bridge Courses would be conducted by P.E.S. College of Engineering as per syllabus provided by Lead Resource Centres (NIELIT/CDAC Centers). Any other Bridge Courses introduced in future will be communicated to the P.E.S. College of Engineering.

**1. Infrastructure required for Conducting the Training Program**

While Conducting the Training Program the Institute must assure the followings. This is an indicative list; it may vary with actual.

**i. Infrastructure –**

**Hardware:**

- a) Minimum 20 number of Computer (1:1) with following specifications, i5/i7, 8 GB RAM, 2TB SATA, Windows 8 and above
- b) Internet Connectivity: Good & stable internet connectivity
- c) Projector
- d) Webcam, Speaker
- e) Printer & Scanner

**2. Training fees (payable by the participants):**

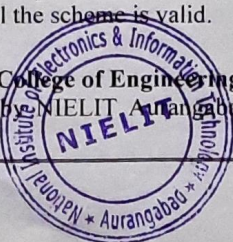
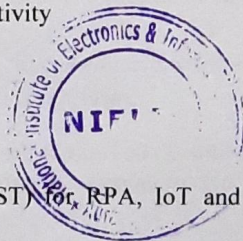
The course fees of bridge course are Rs 4000/- (inclusive of GST) for RPA, IoT and 3D Printing/Additive Manufacturing. And Rs 1,000 for SMAC.

**3. Details of Incentives / Financial Assistance to the participants:**

**Incentive for Bridge Course:** Those candidates with internship who are placed or possess offer letter are eligible for 50% refund of the course fees through DBT after successful completion of the course & certification. Assessment will be done by NIELIT/CDAC after successfully completing the blended mode training being provided through LMS Portal. The maximum ceiling of incentive per course limited to Rs 3000/- or 50% of the course whichever is less. This is applicable till the scheme is valid.

**4. Amount Payable to P.E.S. College of Engineering by NIELIT Aurangabad:**

70% of the fees received by NIELIT Aurangabad from the students will be paid to P.E.S. College of Engineering.



*[Handwritten signature]*

*[Handwritten signature]*



**5. Training Location:**

The training will be in online/offline/blended learning mode at respective colleges/residents. Students will be allowed to use the LMS portal created for the Bridge Course training after successful registration in the NASSCOM portal.

**6. The eligible beneficiaries for FutureSkills PRIME Programme:-**

- i) Fresh Recruits (who have been offered employment) but are yet to take up a job
- j) Students who are selected for Internship & Apprenticeship roles in IT/ ITeS are also expected to derive great value from the programme, incentives will only be paid on production of job offer letter.
- ii) IT employees in IT firms and non-IT firms (Non-IT employees aspiring to use new and emerging technologies in their respective domains).
- iii) Further, the programme would also aim to re-skill/ up-skill employees whose skills for a particular job have become outdated and may no longer be employed.
- iv) Central Govt. & State Govt. Employees including employees of PSUs & Autonomous bodies (Govt. Employees) would also benefit from the platform

**7. Assessment and Certification:**

After successful completion of the Bridge course, candidates are required to take the Bridge Course Assessment. Issuance of final certificate is subject to successfully passing the examination.

**8. Registration of Students:**

- a. Candidates can register / enroll for the bridge courses at [www.futureskillsprime.in](http://www.futureskillsprime.in).
- b. Admission of a candidate will be confirmed only after successful registration is done through the [www.futureskillsprime.in](http://www.futureskillsprime.in).
- c. Eligibility Criteria: Bachelor's Degree in Engineering / Technology / Statistics / Mathematics / Computer Science with 0-6 months of full-time experience OR Diploma (Computer Science / IT) with 2- 3 years of full-time experience. The full-time experience would include work, internship and apprenticeship undertaken post completion of regular graduation.
- d. The candidate should submit necessary required documents like Aadhar Card & PAN Card/ Voter ID/ Passport/ Driving License along with the application form.

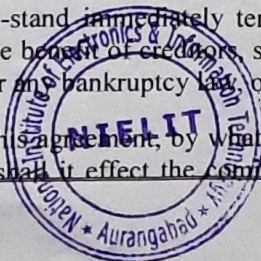
**9. At least five faculties of P.E.S. College of Engineering need to complete the ToT(Training of Trainers) . ToT will be provided by NIELIT Aurangabad that includes assessment. No training charge will be taken by NIELIT Aurangabad.**

**10. Termination**

10.1 This agreement shall be effective from the date of execution and shall remain in force initially for one year with the effective date 03 May, 2023, unless terminated in accordance with the relevant provisions of this agreement. The term of this agreement may be extended for such additional periods on mutually agreed terms between the parties

10.2 That the agreement shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated.

10.3 That any termination of this agreement, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any



*Signature*

*Signature*



provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10.4 Notwithstanding anything contained in contrary, this agreement can be terminated by either party by giving a six months' notice in writing in advance to the other party to this agreement.

#### **11. Communication**

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to their registered address and such a communication sent by e-mail, tele-fax, registered mail shall be deemed to be sufficient.

#### **12. Confidentiality**

**12.1** The Parties hereto shall at all times maintain and keep all information secret and confidential and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party in that behalf. However, NIELIT Aurangabad reserves the right to call for any information from P.E.S. College of Engineering in respect of this agreement.

**12.2** Any matter relating to Right to Information act in respect of this training programme will be dealt with by P.E.S. College of Engineering /NIELIT Aurangabad depending on the information sought and the area of jurisdiction.

**12.3** Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

#### **13. Force Majeure:**

Should either party be prevented from performing any of its obligations under this proposal for reasons of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, assumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

#### **14. Intellectual Property and Ownership:**

NIELIT Aurangabad will have exclusive intellectual property rights relating to any assignment under this proposal.

#### **15. Arbitration:**

All disputes arising out of this contract shall be settled amicably by NIELIT Aurangabad and the P.E.S. College of Engineering. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed as per the provisions of Arbitration and Conciliations Act, 1996 or any of its statutory modifications or enhancements thereof for the time being in force. The decision of the Arbitrator shall be final and binding.

#### **16. Other Terms and Conditions:**

The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations,





- 16.1. The engagement is on a principal-to-principal basis and no party shall hold each other as agent and or principal of the other for any liability.
- 16.2. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
- 16.3. In no event shall both the parties will be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

For the implementation & co-ordination of this project, Shri Dr. R. G. Pungle on behalf of P. E. S. College of Engineering and on behalf of NIELIT Aurangabad, Mr. Sasi Kumar Gera, Scientist-E and Dr. Lakshman Korra, Scientist - D will be will be resource persons..

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals the day, month and year above written.

Signed, sealed and delivered by the Dr. A. P. Wadekar, Principal  
for and on behalf of P.E.S. College of Engineering, Aurangabad (M.S.)- 431002  
in the presence of:

WITNESSES

1 Dr. R.G. Pungle, Head Dept. of Mech. & Automation Engineering, PES college of Engg.

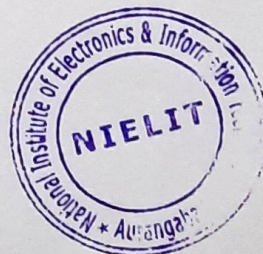
2 Dr. S. K. Undirwade, Professor Dept. of Mech. & Automation Engineering, PES college of Engg.

Signed, sealed and delivered by the Executive Director  
of National Institute of Electronics & Information Technology (NIELIT) Aurangabad Centre  
For and on behalf of NIELIT Aurangabad in the presence of:

WITNESSES

1. SASI KUMAR GERA, Dean Academy

2. Dr. Lakshman Korra





**SWAYAM NPTEL LOCAL CHAPTER (LCID-2135)**  
**PES College Of Engineering, Chh. Sambhajinagar**

**YEAR 2022-2023 DETAILS**

Year/Sem	Number of Enrollment	Number of Registration for Exam	Number of Pass Candidates	Number of Mentors
Jul- 22 to Dec-22	282	4	2	00
Jan- 23 to Jan 23	1041	542	198	4
Total 2022-2023S	1323	546	200	4

**NPTEL Achievements (2022-2023)**

Sr. No.		
1	Dr. S.V. Munde	Active SPOC Award ( Jan 23– Dec 23)
2	Prof. Iram Rahmat Kadri	NPTEL- Mentor for subject” Introduction To Industry 4.0 And Industrial Internet Of Things” ( Jan 23– Dec 23)
3	Prof. Iram Rahmat Kadri	NPTEL- Mentor for subject” The Joy of Computing using Python” ( Jan 23– Dec 23)
4	Prof. Iram Rahmat Kadri	NPTEL- Mentor for subject” Problem Solving Through Programming In C” ( Jan 23– Dec 23)
5	Gaikwad Jaykumar Ramesh	NPTEL- Mentor for subject “Maintenance and Repair of Concrete Structures” ( Jan 23– Dec 23)

**Dr. S.V. Munde**  
**SPOC, NPTEL Local Chapter (2135)**  
**PES College of Engineering, Chh. Sambhajinagar**

**SWAYAM NPTEL LOCAL CHAPTER (LCID-2135)**  
**PES College Of Engineering, Chh. Sambhajinagar**

**YEAR 2022-2023 DETAILS**

Year/Sem	Number of Enrollment	Number of Registration for Exam	Number of Pass Candidates	Number of Mentors
Jul- 22 to Dec-22	282	4	2	00
Jan- 23 to Jan 23	1041	542	198	4
Total 2022-2023S	1323	546	200	4

**NPTEL Achievements (2022-2023)**

Sr. No.		
1	Dr. S.V. Munde	Active SPOC Award ( Jan 23– Dec 23)
2	Prof. Iram Rahmat Kadri	NPTEL- Mentor for subject" Introduction To Industry 4.0 And Industrial Internet Of Things" ( Jan 23– Dec 23)
3	Prof. Iram Rahmat Kadri	NPTEL- Mentor for subject" The Joy of Computing using Python" ( Jan 23– Dec 23)
4	Prof. Iram Rahmat Kadri	NPTEL- Mentor for subject" Problem Solving Through Programming In C" ( Jan 23– Dec 23)
5	Gaikwad Jaykumar Ramesh	NPTEL- Mentor for subject "Maintenance and Repair of Concrete Structures" ( Jan 23– Dec 23)



**Dr. S.V. Munde**  
**SPOC, NPTEL Local Chapter (2135)**  
**PES College of Engineering, Chh. Sambhajinagar**



**NPTEL**

# CERTIFICATE OF APPRECIATION



is awarded to

**S. V. MUNDE**

of

**P. E. S. COLLEGE OF ENGINEERING**

AURANGABAD, MAHARASHTRA

for his/her instrumental role as SPOC for the **SWAYAM-NPTEL** Local Chapter.  
Thank you for being NPTEL's brand ambassador at your esteemed institution.



Active SPOC based on Performance & Participation of  
Candidates for the Jan-Apr 2023 semester

**PROF. ANDREW THANGARAJ**  
NPTEL Coordinator  
IIT Madras



# CERTIFICATE

OF APPRECIATION

is awarded to

**PROF. IRAM RAHMAT KADRI**

**P. E. S. COLLEGE OF ENGINEERING**

AURANGABAD, MAHARASHTRA

in recognition of his/her role as mentor for the  
NPTEL Online Certification course

**THE JOY OF COMPUTING USING PYTHON**

**JAN - APR 2023**



Mentees Enrolled	Mentees Present	Score (in %)	Certified (Score in %)				
		<40	40-59	60-74	75-89	>=90	Toppers
11	5	3	1	1	0	0	0

  
**PROF. ANDREW THANGARAJ**  
NPTEL Coordinator  
IIT Madras



# CERTIFICATE

OF APPRECIATION

is awarded to

**PROF. IRAM RAHMAT KADRI**

**P. E. S. COLLEGE OF ENGINEERING**

AURANGABAD, MAHARASHTRA

in recognition of his/her role as mentor for the  
NPTEL Online Certification course

**INTRODUCTION TO INDUSTRY 4.0 AND INDUSTRIAL INTERNET OF THINGS**

**JAN - APR 2023**



Mentees Enrolled	Mentees Present	Score (in %)	Certified (Score in %)				
		<40	40-59	60-74	75-89	>=90	Toppers
5	4	0	3	1	0	0	0

  
**PROF. ANDREW THANGARAJ**  
NPTEL Coordinator  
IIT Madras



P.E.S. College of Engineering, Aurangabad			
PESCOE NPTEL Local Chapter      (LCID: 2135)			
NPTEL Online Certification for Credit Transfer			
B.Tech (Final)	Civil Engineering	(2022-23)	Part 2
COURSE CODE: 11191		COLLEGE CODE :2134	
Course Id: noc23-ce06	Course Name: Maintenance and Repair of Concrete Structures (BTCVSS801D)		

S. No.	Name	PRN	Assignment	Proctored exam
1.	QUADRI SYED MOHD HASSAN SYED MOHSIN ALAM	1921341191001	25	30
2.	MORE VAISHALI ISHWAR	1921341191002	25	30
3.	KHAN-ZUBAIR SAAD KALEEM	1921341191004	24.22	30
4.	GAIKWAD HRUSHIKESH PRAKASH	1921341191006	24.19	30
5.	KHAN OSAMA QAISER	1921341191017	24.22	30
6.	THORAT PRATIK PRALAHAD	1921341191021	24.63	30
7.	GADGE PRITI SHAHADEO	1921341191039	25	31.13
8.	PATIL PRANJALI AVINASH	1921341191042	25	39.25
9.	SURYAWANSHI BHUSHAN RADHAKRISHNA	2021341191012	14.66	48.68
10.	SYED MOHD MUQEET SYED MUJTABA	2021341191013	24.69	30
11.	GAIKWAD SHUBHAM NAMDEO	2021341191016	18.41	31.88
12.	BAHURE PRADIP DILEEPSING	2021341191024	24.85	30
13.	SHAIKH MOHD FAIZAN SHAIKH MOHD SHARFUDDIN	2021341191034	24.56	30.06
14.	BINSAMEDA MOHAMMED ABDULLA	2021341191036	21.78	38.12
15.	SAYYED SAAD KHALIL	2021341191037	24.38	30.62
16.	SHAIKH KAMRAN AHMED SHAKEEL AHMED	2021341191049	25	35.75
17.	GHODKE ASHWATH ANIL	20213420181119 11010	24.56	35.75

HEAD OF DEPT  
Civil Engg.

Received  
At the same  
Date  
28/06/2023

Principal  
PES College of Engineering  
Aurangabad

B.Tech (Final)

Civil Engineering

(2022-23)

Part 2

COURSE CODE: 11191

COLLEGE CODE :2134

Course Id: noc23-ce15

Course Name: Remote Sensing Essentials (BTCESS802C)

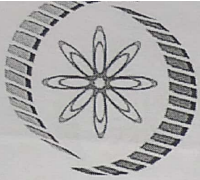
S.No.	NAME	PRN	ASSIGNMENT	PROCTORED EXAM
1.	GAIKWAD HRUSHIKESH PRAKASH	1921341191006	23.44	45
	TILAK SIDDHANT DHANYAKUMAR	1921341191038	23.13	40.5
3.	KHAN YUSUF KHAN FERAZ	2021341191008	10.63	39
4.	SURYAWANSHI BHUSHAN RADHAKRISHNA	2021341191012	20.63	52.5
5.	SYED MOHD MUQEET SYED MUJTABA	2021341191013	21.56	31.5
6.	BORDE RUSHABH KAILAS	2021341191019	20.63	39
7.	SHAIKH MOHD FAIZAN SHAIKH MOHD SHARFUDDIN	2021341191034	17.5	40.5
	MOHD SAAD RABBANI MOHD JAVED AKHTAR	2021341191043	18.44	41.5
9.	SHAIKH KAMRAN AHMED SHAKEEL AHMED	2021341191049	20	43.5
10.	SAWATE NILESH PRASHANT	2021341191051	10	37.5
11.	SHAIKH MOHD ILYAS SHAIKH MOHD YUNUS	2021341191052	17.5	37.5
12.	GHODKE ASHWANTH ANIL	2021342018111 9110010	19.06	34.5
13.	KHOTKAR MILIND VIJAY (KAUSHAL KHOTKAR)	2021342018111 9110021	18.25	34.5

HEAD OF DEPT  
Civil Engg.

Received  
Sub  
28/06/2023

Principal  
PES College of Engineering  
Aurangabad





# NPTEL Online Certification

(Funded by the MoE, Govt. of India)



This certificate is awarded to  
**NAGESH MANEJI GHONGDE**  
for successfully completing the course

## Fundamentals of Automotive Systems

with a consolidated score of **54** %

Online Assignments	23.69/25	Proctored Exam	30/75
--------------------	----------	----------------	-------

Total number of candidates certified in this course: **1088**

*Devendra Jaliha*

**Prof. Devendra Jaliha**

Chairperson,

Centre for Outreach and Digital Education, IITM

**Jan-Apr 2023**

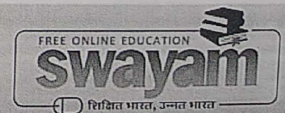
(12 week course)

**Prof. Andrew Thangaraj**

NPTEL, Coordinator  
IIT Madras



Indian Institute of Technology Madras



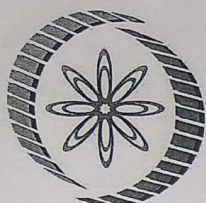
Roll No: NPTEL23DE01S33140356

To validate the certificate



No. of credits recommended: 3 or 4





# NPTEL Online Certification

(Funded by the MoE, Govt. of India)



This certificate is awarded to

**NIKHIL ANIL DURGE**

for successfully completing the course

## Non-conventional Energy Resources

with a consolidated score of **53** %

Online Assignments	21.56/25	Proctored Exam	31.13/75
--------------------	----------	----------------	----------

Total number of candidates certified in this course: **717**

*Devendra Jaliha*

**Prof. Devendra Jaliha**

Chairperson,  
Centre for Outreach and Digital Education, IITM

**Jan-Apr 2023**

**(12 week course)**

*Andrew Thangaraj*

**Prof. Andrew Thangaraj**

NPTEL, Coordinator  
IIT Madras



Indian Institute of Technology Madras





# NPTEL Online Certification

(Funded by the MoE, Govt. of India)



This certificate is awarded to  
**SAGAR RAVINDRA RAUT**  
for successfully completing the course

## Non-conventional Energy Resources

with a consolidated score of **55** %

Online Assignments	24.53/25	Proctored Exam	30/75
--------------------	----------	----------------	-------

Total number of candidates certified in this course: **717**

*Devendra Jaliwal*

**Prof. Devendra Jaliwal**

Chairperson,  
Centre for Outreach and Digital Education, IITM

**Jan-Apr 2023**

**(12 week course)**

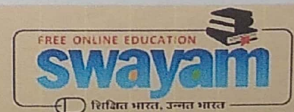
*Andrew Thangaraj*

**Prof. Andrew Thangaraj**

NPTEL, Coordinator  
IIT Madras



Indian Institute of Technology Madras



Roll No: NPTEL23GE04S53140165

To validate the certificate



No. of credits recommended: 3 or 4





AW

MS

SK

Apple  
Confidential Information



(v3Aug2021)

AN

MS

SK

## Apple Authorised Training Centre Agreement for Education

This Apple Authorised Training Centre Agreement for Education ("Agreement") is entered into between Apple India Private Limited with registered office located at 19th Floor, Concorde Tower C, UB City No 24 Vittal Mallya Road, Bangalore 560001, Karnataka, India ("Apple") and the Apple Authorised Training Centre ("Training Centre") identified below, collectively known as the "Parties", each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Training Centre Name: P.E.S COLLEGE OF ENGINEERING AURANGABAD

Trading As: \_\_\_\_\_

Address: NEAR PANCHAKKI DR.BABASAHEB, AMBEDKAR MARATHWADA UNIVERSITY RD, AURANGABAD, Maharashtra, 431002, India

Tax Registration Number: AAATP2976L

Company Registration Number: \_\_\_\_\_

This Agreement provides requirements for Training Centre, as an Apple Authorised Training Centre, to deliver Training Classes and/or Testing Services (as defined below).

### 1. Definitions

"Apple Authorised Training Centre" or "AATC" means a Training Centre that Apple has an Apple Authorised Training Centre Agreement then in effect.

"AATCE" means Apple Authorised Training Centre for Education.

"Agreement" means, collectively, this Apple Authorised Training Centre Agreement, including any Exhibits, Ancillary Terms, and any amendments, additions, documents or materials incorporated by reference.

"Ancillary Terms" means and includes the Policies and Practices, Apple Identity Guidelines, Classroom Requirements, the terms of service and/or terms of use pertaining to Apple Sales Web, any additional documents that Apple subsequently incorporates by reference in any of the foregoing, and any variations or amendments to the foregoing made by Apple as permitted herein.

"Apple Confidential Information" means information in oral or written form that Training Centre knows or has reason to know is confidential information, including, but not limited to, this Agreement, business and marketing plans, financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and/or prospective customers, and any information relating to new product launches, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Training Centre's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Training Centre without the use of or reference to Apple Confidential Information; or (iii) is now or becomes, publicly available other than through disclosure by Training Centre in breach of this Agreement.

"Apple Course Material" means collectively the Instructor Material and Student Material, as defined below.

"Apple Exam" means an Apple proprietary examination delivered at an Authorised Location from the Apple Portal Site and administered by a Training Centre.

"Apple Identity Guidelines" means Apple's Guidelines for Using Apple Trademarks and Copyrights as published at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>.

"Apple Marks" means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other word, phrase, symbol, or design that identifies or distinguishes the source of goods or services from those of others, registered or unregistered, directly or indirectly owned by or licensed to Apple anywhere in the world, including but not limited to Apple, the Apple logo used on and in connection with the Apple Course Material, a Training Class or Testing Service and any designations, marks or program identifiers (e.g. as "Apple Authorised Training Centre for Education," "AATCE," "Apple Authorised Training Centre," or "AATC").

"Apple Portal Site" means the password protected website administered by Apple or its agent that provides Training Centres and Students access to scheduling and class evaluations.

"Apple Sales Web" or "ASW" means the web site maintained by Apple for access and use by Training Centres and through which Apple may, from time to time, provide product information, Ancillary Terms, training resources, marketing support and materials, business and product announcements, and certain other information and materials relevant to Training Centre's activities as an Apple Authorised Training Centre.

"Apple Testing Material" means the Testing System Software, Apple Exam and related information that is proprietary to Apple or licensed thereto, and which is accessed by or provided to a Training Centre for the limited purpose of performing Testing Services at an Authorised Location.

"Authorised Apple Exam List" means the list of Apple Exam(s) that the Training Centre is authorised to administer under this Agreement.



"**Authorised Location**" means the location(s) at which Apple authorises a Training Centre to provide Training Classes and Testing Services under this Agreement.

"**Certified Trainer**" means an individual certified by Apple to instruct an Apple Course Material at a Training Class.

"**Classroom Requirements**" means the AATC and AATCE classroom requirements that govern the minimum standards for facilities and classrooms for delivery of Training Classes and Testing Services made available to Training Centre and published at ASW.

"**Instructor Material**" means Apple's proprietary course curriculum for use by a Certified Trainer to assist in instructing Students on the subject matter being taught during a Training Class.

"**Policies and Practices**" means policies, practices, programs and supplementary terms that (i) govern Training Centre's performance under and in connection with this Agreement and its use of or activities under or with respect to any other Apple-provided resources and systems throughout the Term, (ii) are published at ASW or other Apple web sites or otherwise provided to Training Centre, and (iii) may be updated periodically by Apple at Apple's sole discretion.

"**Student**" means an individual who registers with a Training Centre to attend a Training Class and / or to take an Apple Exam.

"**Student Materials**" means the Apple's proprietary course curriculum for use by Students to assist in learning about the subject matter being taught during a Training Class.

"**Term**" means the term of this Agreement, from the date signed by Apple, (the "**Effective Date**") to Midnight, Greenwich Meridian Time, on June 30, 2023, unless otherwise terminated earlier in accordance with section 16 of this Agreement.

"**Testing Services**" means the scheduling, delivery, and proctoring of any and all Apple Exams offered and delivered to Students through the Training Centre, and the performance of related activities and procedures incidental thereto as required by Apple.

"**Testing Service Manual**" means the most-current version of any documentation, in written form or on electronic media, supplied to a Training Centre by Apple or third party suppliers, which covers operations, testing service policies and procedures, security requirements or similar information that a Training Centre must adhere to in performing Testing Services.

"**Testing System Software**" means the data communications, testing systems and software that are proprietary to Apple or licensed to Apple by third party suppliers and all changes, enhancements, upgrades, improvements, and modifications thereto and derivative works thereof. Testing System Software includes all software and systems necessary to or used by Apple or third party suppliers to register Students, administer an Apple Exam, processes results and communicate with Students.

"**Training Centre**" means an entity authorised by Apple to provide Training Classes and/or Testing Services at an Authorised Location.

"**Training Class**" means a course of instruction in which a body of Students, who are registered with a Training Centre and led by a Certified Trainer, are taught a subject with the use of Apple Course Materials at an Authorised Location.

## **2. Interpretation**

In the event of any conflict or inconsistency in the Agreement, the more specific provisions that govern the subject matter will take precedence over more general provisions.

Training Centre acknowledges that it has received or is able to access physical or electronic copies of the Ancillary Terms referenced above.

## **3. Appointment**

Subject to the terms of this Agreement, Apple appoints Training Centre as a limited and non-exclusive AATCE for the delivery of Training Classes and/or Testing Services to Students in accordance with the terms of this Agreement; and Training Centre accepts this appointment.

## **4. Scope of Authorization**

**4.1** Upon Apple's confirmation that Training Centre has compliant Authorised Location(s) and available Certified Trainers, Training Centre is authorised to deliver Training Classes and/or Testing Services, as authorised under this Agreement. Training Centre will determine its own prices for delivery of a Training Class and/or an Apple Exam.

**4.2** Notwithstanding anything to the contrary, Apple reserves the right at any time upon thirty (30) days prior written notice, to add, remove or modify a Training Centre's Authorised Location, authorised Training Class, or authorised Apple Exam or vary or amend the scope of the Training Centre's authorisation under this Agreement.

**4.3** Notwithstanding anything to the contrary, Apple reserves the right to add, remove or modify the Policies and Practices at any time without notice. Training Centre will have a commercially reasonable period of time to implement changes by Apple, not to exceed thirty (30) days.

**4.4** Training Centre will use only the Apple Course Material or Apple Exams when delivering Training Classes or providing an examination in which the subject matter is related to a product that is proprietary to Apple. Training Centre will not utilise used Student Material to deliver Training Classes. Training Centre may also deliver their own course materials, provided no representation is made that the course materials are endorsed by Apple or are led by a Certified Trainer.

AN

MS

SK



4.5 Apple grants Training Centre a non-exclusive, non-transferable, limited right to access and use the Testing System Software accessible through the Apple Portal Site for the sole purpose of delivering Testing Services in connection with an Apple Exam to Students located at an Authorised Location.

## **5. Training Centre's Obligations**

5.1 Training Centre shall act at all times and conduct its activities in a professional and competent manner and maintain a high level of customer satisfaction. Without limitation, Training Centre will: (i) adhere to all requirements of the Ancillary Terms; (ii) communicate with Students in a courteous and timely manner, providing information on and availability of Training Classes and Apple Exams; (iii) register Students and provide administration services that among others enable the facilitation and confirmation of Student's payment; (iv) acquire and keep current at all times an inventory of Apple Course Material materials and/or Apple Exam eligibility codes that is reasonably sufficient to meet Training Centre's obligations under this Agreement; (v) obtain all required certifications, registrations and licenses, and comply with all applicable laws and regulations; and (vi) make commercially reasonable efforts to notify Students of the copyright notices contained within the Apple Course Material.

5.2 Throughout the Term, Training Centre will maintain a current live e-mail address, which it will provide to Apple and have internet access at all times, and will access e-mail and ASW regularly to ascertain whether Apple has varied or amended the Ancillary Terms.

5.3 Training Centre will notify Apple promptly in writing of any (i) suspected intellectual property infringement or erroneous information contained in the Apple Course Material and/or Apple Exams, (ii) suspected violations of Apple's proprietary rights or (iii) claims or proceedings any of which that concern Apple Course Material and/or Apple Exams. All such notices shall be regarded as Apple Confidential Information by Training Centre and will be subject to the Confidentiality provision(s) contained in this Agreement.

5.4 If applicable, Training Centre will be responsible for the collection (and remittance to the proper taxing authority) of all applicable sales tax and use taxes associated with the resale of Apple Exams or provision of Training Classes.

5.5 Training Centre must notify Apple at least thirty (30) days in advance of any of the following changes, subject to Apple's prior written approval; (i) changing the location of an Authorised Location; (ii) closing an Authorised Location; (iii) adding a new Authorised Location; or (iii) changing its legal or operating business name, address (including web URLs) or contact information. All requests for approvals of any of the changes described in this clause shall be evaluated at Apple's sole discretion. Apple makes no guarantee that it will grant any such approval(s) or as to the conditions under which any such approval(s) might be granted.

## **6. Apple Exams and Training Classes**

### **6.1 Apple Exams**

Training Centre is authorised to deliver the Apple Exams listed in the Authorised Apple Exam List. Exam vouchers to run the Apple Exams are purchased directly from Apple's third party exam provider who charges a fee for exam vouchers.

### **6.2 Training Classes**

Apple will provide access to a set of Instructor Materials to Training Centre to be used exclusively to instruct the Training Class. Training Centre is responsible for acquiring a set of Student Materials for each Student registered for a Training Class held at an Authorised Location. It is Training Centre's duty to ensure that each attending Student use only the Student Material corresponding to the Training Class set forth in the Authorised Training Class List. Training Centre is not authorised to provide copies of the Apple Course Material to any person not enrolled in the Training Class.

## **7. Confidentiality**

7.1 During the Term and for five (5) years thereafter, Training Centre will not use Apple Confidential Information except as required to fulfil its obligations under the Agreement, or disclose such Apple Confidential Information except to employees or contractors that have a need to know or as required by law. Training Centre shall not make any disclosure or public statement regarding any item of Apple Confidential Information. Training Centre may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

7.2 Apple will not use Training Centre confidential information that is: (i) reduced to a tangible form, (ii) independently developed by Training Centre without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple sales director that such information shall be treated as confidential ("**Training Centre Confidential Information**"), except as required to achieve the objectives of this Agreement, or disclose such Training Centre Confidential Information to affiliates, employees, agents or contractors who have a need to know or as required by law. Training Centre Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Training Centre Confidential Information; (d) is required to verify Training Centre's compliance with export laws or any other provisions of this Agreement; (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement; or (f) is customer information.

## **8. Limited Warranty**

8.1 Apple warrants to Training Centre that Apple Exams and Instructor Materials conform to their general descriptions. These warranties are non-transferable. Training Centre's sole and exclusive remedy for any breach of this warranty is replacement of the non-conforming material upon return to Apple of the non-conforming material, if applicable.

AN

MS

SK





**8.2** APPLE PROVIDES NO OTHER CONDITION OR WARRANTY TO TRAINING CENTRE, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY ITEMS PROVIDED BY APPLE UNDER THIS AGREEMENT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS AND REPRESENTATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE AND INCLUDING CONDITIONS AND WARRANTIES RELATING TO SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

## **9. Records, Inspections and Audit**

**9.1** Unless otherwise instructed by Apple, Training Centre will report to Apple once a semester the number of Students enrolled in Training Class, the type and number of Training Classes held by Training Centre, and any other information reasonably related to the provision of Training Classes or Testing Services, as requested by Apple.

**9.2** Training Centre will maintain, at the applicable Authorised Locations, its records, contracts and accounts relating to the delivery of Apple Exams and/or Training Classes for at least eight (8) years from the date of this Agreement. During the Term and for eight (8) years after its expiration or termination, Apple will have the right to inspect Training Centre's records, contracts and accounts relating to the delivery of Apple Exams and/or Training Classes.

**9.3** During the Term and for a period of eight (8) years after expiration or termination of the Agreement, Apple will have the right to conduct an audit of Training Centre's Authorised Locations and other related facilities, and Training Classes, at any time during regular business hours for purposes of verifying Training Centre's compliance with the terms of this Agreement. Upon Apple's reasonable request, made directly by Apple or by Apple's external auditors, Training Centre will promptly provide copies of any requested records, financial statements and documents.

**9.4** A failure by the Training Centre to respond promptly to or cooperate with Apple's request to inspect or audit Training Centre's records, contracts and accounts relating to the delivery of Training Classes and/or Testing Services (made directly by Apple or by Apple's external auditors) will be viewed as a material breach of this Agreement and grounds for immediate termination.

**9.5** If applicable, Training Centre will provide Apple with resale certificate numbers and any other documentation requested by taxing authorities to substantiate any claim of exemption from taxes, duties, or imposts.

**9.6** If Apple determines that Training Centre has failed to maintain any of the documentation required pursuant to this Agreement or otherwise engages in any wrongful conduct with respect to this Agreement, Apple may view this as a material breach of this Agreement and grounds for immediate termination.

## **10. Export Obligations**

**10.1** All Training Classes and/or Testing Services provided pursuant to the Agreement and any Apple content made available to Training Centre are subject to all applicable laws, regulations, orders and other limitations on the export and re-export of commodities, technical data and software. Training Centre shall be solely responsible for compliance with all applicable export and re-export control rules that apply to its training activities and Training Centre agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant authority; (ii) to any person or entity on any United States restricted party lists, (examples: United Nations Sanctions List, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.) or; (iii) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

**10.2** Training Centre agrees that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and of the laws of the jurisdiction in which the Confidential Information was obtained.

## **11. Proprietary Rights**

### **11.1 Apple Marks**

Training Centre is permitted to use the Apple Marks and the designations "Apple Authorised Training Centre", "AATC", "Apple Authorised Training Centre for Education" or "AATC" in furtherance of Training Centre's appointment, provided that all such use complies with the Apple Identity Guidelines, Apple's Guidelines for Using Apple Trademarks and Copyrights as published on Apple's web site at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> as updated from time to time, and the Policies and Practices. This Agreement does not grant to Training Centre any rights with respect to any other Apple intellectual property, including trade dress, design (and particularly the design of Apple's retail stores and web sites), and look and feel, and Apple reserves all rights to the exclusive use of its intellectual property. Other than specifically authorised by this Agreement or another agreement between Training Centre and Apple, Training Centre will not do anything that suggests Apple's endorsement or recommendation or otherwise creates an association with Apple. Training Centre agrees that Apple owns all rights in the Apple Marks, and that any use by Training Centre shall inure to the benefit of Apple. Except as expressly permitted hereunder, Training Centre agrees not to use any Apple trademark, service mark, logo, trade dress, design, "look and feel" (e.g., the design and layout of Apple's retail stores or websites, or the name under which Training Centre does business) in any manner whatsoever, or act in any manner that implies an endorsement of Training Centre by Apple. Training Centre will not remove, obfuscate or add any mark to any Apple Course Material materials provided by Apple.

### **11.2 Training Centre Publications**

All course catalogues, promotion publications and other materials promoting Training Classes offered by the Training Centre must always comply with the Apple Identity Guidelines.

### **11.3 Instructor Materials and Apple Exams**

AN

MS

SK



Training Centre acknowledges and agrees that Instructor Materials and Apple Exams are proprietary to Apple and that Apple retains all rights, title, and interest, in so far as it has right thereto. Training Centre agrees that this Agreement does not grant Training Centre any title or other right of ownership to the Instructor Materials or Apple Exams, or any title, license or other right of ownership to any Apple trademark. In providing copies of the Instructor Materials or Apple Exams, Apple grants to the Training Centre a personal, non-exclusive, limited right to distribute single copies of the Instructor Materials and Apple Exams to each Certified Trainer, in whole and not separately, for instructing Training Classes at Authorised Locations. Training Centre will not disassemble, copy, vary, amend, create derivative works, or otherwise change the Student Materials, instructor materials, or Apple Exams.

#### **11.4 Apple Proprietary Customer Information**

Notwithstanding anything to the contrary herein, Training Centre acknowledges that: (i) Apple maintains customer information independently derived from sources other than Training Centre, including but not limited to product registration and use of Apple's web sites by customers and prospective customers; (ii) such customer information may be identical to information contained in any reports or sales data furnished by Training Centre or that Training Centre has developed, maintains, or collects; and (iii) Apple owns its customer information and all proprietary interests therein, whether or not Training Centre has derived or maintains identical information or has or asserts any rights therein. Training Centre hereby disclaims any right or interest whatsoever in Apple's customer information and agrees not to contest Apple's rights therein.

#### **11.5 Protection of Apple's Proprietary Rights**

Training Centre agrees to use reasonable endeavours to protect Apple's proprietary rights and to co-operate without charge in Apple's efforts to protect its proprietary rights.

### **12. Business Ethics**

**12.1** Training Centre agrees that Training Centre: (i) has reviewed and understands the policies included or referenced in this Agreement with respect to ethical business conduct; and (ii) will fully comply with all such policies.

**12.2** Training Centre agrees and will comply throughout the Term with all applicable laws and regulations enacted to address bribery and corruption, including the United States Foreign Corrupt Practices Act ("FCPA"), the principles of the OECD Convention on Combating Bribery of Foreign Public Officials (the "OECD Convention") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement. Training Centre shall not, directly or indirectly, pay, offer, promise, or give anything of value (including any amounts paid or credited by Apple to Training Centre) to any employee or official of a government, government controlled enterprise or company, political party, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business to Apple. Additionally, Training Centre, to the extent permissible by law, shall notify Apple of any circumstance whereby, to the best of the Training Centre's knowledge, an owner, partner, officer, director or an employee of the Training Centre has been or will become, during the Term, an official or employee of a governmental entity or political party or a candidate for political office.

**12.3** Training Centre acknowledges that any changes or breaches of their internal policies and processes that may have a detrimental reputational effect on Training Centre will be disclosed to Apple immediately at which time Apple has the right to re-assess the appointment of Training Centre as a limited and non-exclusive third party independent contractor and terminate the Agreement in accordance with section 16.2.

**12.4** Training Centre represents and warrants that: (i) all information provided to Apple in connection with Training Centre's selection and approval as an AATC or ATTCE is complete and true; and (ii) any and all information required or requested by Apple during the Term will be complete and true.

**12.5 FCPA.** Training Centre shall not directly or indirectly pay, offer, promise or give or authorize to pay, offer or give money or anything of value to any employee or official of a government or department thereof, political party or a candidate for political office, to any employees or officials of a public international organisation, or to any employees of enterprises or companies owned or controlled by a government, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining or directing business to Apple. Training Centre warrants it shall not undertake any activity or action that may cause Apple to be in breach of the rules or regulations of the FCPA or similar legislation in the Territory.

### **13. Insurance**

Throughout the Term, Training Centre will maintain public or general liability insurance, including coverage for bodily injury, property damage, and contractual liability, with limits of not less than one million Euros (EUR1,000,000) per occurrence or per claim. Such insurance shall include an indemnity to principals provision with Apple as principal for liabilities based on the operations of the Training Centre. A Certificate of Insurance, Broker's Letter, or similar documentation of coverage will be made available to Apple at its request.

### **14. Indemnity**

**14.1** Training Centre will defend, hold harmless and indemnify Apple, its subsidiaries and affiliates, and their respective officers, directors, employees and agents from and against any claim or proceeding brought by a third party against Apple arising out of the acts and/or omissions of Training Centre, its officers, directors, employees, agents, or contractors, excluding acts or omissions expressly required by Apple under this Agreement.

**14.2** If Apple seeks indemnification under this section, Apple will cooperate with and provide reasonable assistance to the indemnifying party in defending or settling any indemnified claim or proceeding. Neither party will make public the existence or terms of any settlement.

### **15. Limitation of Liability and Remedies**

AW  
MS  
SK



**15.1** DIRECT DAMAGES FOR ALL CLAIMS MADE BY TRAINING CENTRE ARISING FROM THIS AGREEMENT SHALL BE LIMITED TO TEN THOUSAND US DOLLARS (\$10,000 USD) OR LOCAL EQUIVALENT. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

**15.2** THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL BE TRAINING CENTRE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS AGAINST APPLE UNDER OR RELATED TO THIS AGREEMENT.

**15.3** THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

**15.4** The limitation in the preceding sentence shall not apply to (i) indemnity claims under Section 14, or (ii) any claims by Apple against Training Centre for violation of intellectual property rights. The remedies set forth in this Agreement will be Training Centre's sole and exclusive remedies for any claim against Apple under or related to this Agreement. Training Centre waives and relinquishes any rights or claims under franchise, dealership, agency, or other statutes, or at common law, that would or might arise out of Apple's termination of this Agreement or Apple's refusal to renew or extend the term of this Agreement. NOTHING IN THIS AGREEMENT IN ANY WAY EXCLUDES OR LIMITS APPLE'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE OR FOR FRAUD.

## **16. Term and Termination**

### **16.1 Termination for Convenience**

This Agreement may be terminated by either party at any time for convenience (i.e., for any or no reason), on thirty (30) days' written notice to the other party.

### **16.2 Termination for Cause**

Apple may immediately terminate this Agreement and any other existing agreement with Training Centre and without any period to remedy if: (i) Training Centre fails to fully perform any obligation under this Agreement or violates any practices or procedures set forth herein; (ii) Training Centre commits a criminal offence or engages in any unlawful or unfair business practice; (iii) there is a material change in or transfer of Training Centre's management, ownership, control or business operations, or Training Centre becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; (iv) Training Centre's actions expose or threaten to expose Apple to any liability, obligation, or violation of law; (v) Training Centre fails to maintain sufficient net worth and working capital to meet its obligations; (vi) a receiver, administrator, administrative receiver, insolvency practitioner or similar official is appointed in respect of Training Centre or its property, or if Training Centre makes an assignment of substantially all of its assets for the benefit of its creditors, or if any bankruptcy or insolvency proceedings are commenced by or against Training Centre, or if Training Centre is liquidated, dissolved, has a petition presented or an order made for its winding up or ceases or threatens to cease to trade; (vii) Training Centre closes its last Authorised Location or terminates its last Certified Trainer; (viii) Training Centre fails to satisfy any of its obligations under the Ancillary Terms to a non-material degree and fails to cure such failure within thirty (30) days of being notified in writing of the requirement to do so; or (ix) Training Centre abandons this Agreement.

### **16.3 Effect of Notice of Termination**

If either party gives notice of termination of the Agreement according to Section 16: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Apple may refuse all or part of Training Centre's orders received by Apple after the date of notice of termination. Training Centre may continue to use the designation "Apple Authorised Training Centre", "AATC", "Apple Authorised Training Centre for Education" or "AATCE" until the effective date of termination.

### **16.4 Effect of Expiration or Termination**

Upon expiration or termination of this Agreement: (i) Training Centre will immediately cease use of the Apple Marks and the designation "Apple Authorised Training Centre" or other designations as may have been designated by Apple, including but not limited to use in all of its marketing material, on its premises and on the Training Centre website; (ii) Training Centre will complete all Training Classes in progress; (iii) Training Centre will return promptly to Apple all Apple property in Training Centre's possession, such as material provided to Training Centre by Apple, including material comprising or containing Apple Confidential Information; and (iv) Training Centre shall not be Authorised to access ASW.

### **16.5 Survival**

All defined terms and the following sections of this Agreement shall survive expiration or any termination of the Agreement: 7 (Confidentiality); 8.2 (Limited Warranty); 9 (Records, Inspections and Audit); 11 (Proprietary Rights) (excluding any licenses granted therein, all of which shall terminate upon termination or expiration of this Agreement); 14 (Indemnity); 15 (Limitation of Liability and Remedies); 16.4 (Effect of Expiration or Termination); 16.5 (Survival); 17 (General Terms) and any other sections that by their nature would reasonably be expected to survive expiration or termination.

## **17. General Terms**

### **17.1 Governing Law, Dispute Resolution, Jurisdiction and Venue**

This Agreement shall be construed in accordance with and governed by the laws of India and subject to the provisions of this Section 17.1.1 and Section 17.1.2, each Party hereby agrees to submit to the exclusive jurisdiction of the courts in New Delhi, India.

17.1.1 Subject to Section 17.1.2, all disputes arising out of or in connection with the Agreement shall be settled through good-faith negotiation between Apple representative and the account manager representing Training Centre. Either Party may give written notice

AN  
MS  
SK



of a dispute to the other Party within (10) days of the occurrence of the event, which gives rise to such dispute or such event came to the notice of either Party, with the Parties taking the following steps:

(i) Both Parties shall nominate one person to attempt amicable settlement of the dispute within five (5) days of notice being received, and such attempt will commence immediately thereafter.

(ii) If any dispute arising between the Parties is not amicably settled within 5 (five) days of commencement of attempts to settle the same, then the Parties will try in good faith to resolve the dispute by amicable negotiation between the Senior management representing Apple and R Training Centre;

(iii) If any dispute arising between the Parties is not amicably settled within 10 (ten) days of commencement of attempts to settle the same, the disputes shall be referred for arbitration under the provisions of the Arbitration and Conciliation Act 1996. The Parties agree (a) that the Arbitration proceedings will be conducted in New Delhi, which shall be the seat of the Arbitration; and (b) the panel of arbitration shall consist of one (1) member to be appointed by the Parties mutually. If the Parties fail to mutually decide on an Arbitrator within one calendar month of receipt of notice calling for the same then either Party shall have the right to get the Arbitrator appointed by the High Court of New Delhi.

17.1.2 Notwithstanding the above, in relation to any dispute involving any allegations of (a) misuse of Sensitive Personal Data or Information ("SPDI") or misuse or disclosure of Confidential Information or breach of confidence; or (b) in event of an infringement or violation of Apple Intellectual Property or any intellectual property related dispute or (c) any other dispute in which Apple's rights are reasonably likely to suffer significant prejudice in the event that it is not able to apply to the court for non-monetary relief to restrain such acts or events, then in any such foregoing cases, the Parties agree that Apple may apply to the courts of appropriate jurisdiction for any relief including ad-interim or permanent injunction relief and / or damages without regard to or without having to go through any of the other procedures or process provided for by Section 17.1.1 above.

#### 17.2 Limitation of Claims

The Parties' efforts to resolve any dispute or controversy shall not toll or extend the required period for commencing arbitration as set forth in Section 17.1. TO THE EXTENT PERMITTED BY LAW, ANY CLAIM ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THE AGREEMENT SHALL BE DEEMED AS IRREVOCABLY ABANDONED AND SUCH RIGHT AND CLAIM SHALL STAND EXTINGUISHED UNLESS SUCH CLAIM IS ASSERTED WITHIN TWO (2) YEARS FROM THE EARLIER OF: (A) THE NOTICE OF TERMINATION UNDER SECTION 16 OR, (B) THE WRITTEN NOTICE OF THE DISPUTE OR CONTROVERSY UNDER SECTION 17.1, OR (C) THE DATE THE ACTION ACCRUED.

#### 17.3 Notice under the Agreement

Any notice under this Agreement, except notices of changes in Ancillary Terms as provided below, must be in writing and will be deemed given immediately if communicated electronically or through Apple Sales Web, or ten (10) days after being sent by registered mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Training Centre for receipt of notices, or as may be provided by the parties.

Office of the Finance Director  
Apple India Private Limited  
19 Floor, Concorde Tower C  
UB City No 24 Vittal Mallya Road  
Bangalore 560001  
India

Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with section 17.3, or as Authorised by Apple.

Notices of changes in Ancillary Terms will be given by Apple by posting on ASW or when sent by email and will be deemed given when posted on ASW or when sent by email to the address provided by Training Centre.

#### 17.4 Assignment or Material Change by Training Centre

Training Centre will notify Apple promptly in writing if there is a material change in Training Centre's ownership, management, control or financial condition; if there is a material change in the status of an Authorised Location; or Training Centre acquires an ownership, managerial or controlling interest in a third party that provides training services or classes. Training Centre may not assign this Agreement or any right or benefit hereunder in whole or part without Apple's prior written approval.

Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Training Centre.

#### 17.5 Privacy

Training Centre acknowledges that in performing Testing Services and/or delivering Training Classes under this Agreement, Training Centre will gather, transfer, process, and use the personal data of Students. Such personal data may include the name, address, telephone number, and electronic mail address of Students. Training Centre warrants that any data transferred for use has been collected in accordance with the data protection laws applicable in the country in which the Student is based, including if appropriate, notice prior to or at registration that personally identifiable information may be shared with other third parties for evaluation, marketing and administration purposes. Training Centre shall take appropriate legal, organisational, and technical measures to ensure the confidentiality of personal data in accordance with applicable law.

#### 17.6 Variations & Amendments

Without prejudice to any other provision of this Agreement, Apple shall be entitled in its absolute discretion to make variations and amendments as follows: (i) variations and amendments to the Agreement may be made upon thirty (30) days' written notice from Apple Sales Contract Management to Training Centre, which notice may be given by email; and (ii) variations and amendments to the Ancillary Terms may be made by Apple without notice to Training Centre, and such variations and amendments will be immediately binding on Training Centre upon Apple's posting of any varied or amended version(s) on ASW or otherwise communicating such varied or amended version(s) in

AN  
MS  
SK



writing. Variations and amendments to the Agreement which are mutually executed shall take immediate effect. Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorised representative of each party.

#### 17.7 Relationship of Parties

Training Centre acknowledges that Training Centre is an independent contractor, has no power or authority to bind Apple, and under this Agreement, is only contracting for certain goods and services. Nothing in the Agreement creates any other relationship between Apple and Training Centre such as employer-employee, principal-agent or franchisor-franchisee as between Apple and Training Centre or any employees, agents or contractors of Training Centre. Training Centre acknowledges that Apple can provide the Apple Course Material and Apple Exams directly to any person, including Training Centre's customers. Training Centre shall confirm the status of its relationship to Apple and its lack of authority to act on Apple's behalf whenever necessary to avoid third party confusion.

#### 17.8 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible, so as to give maximum effect to the original intent and economic effect of the parties.

#### 17.9 Waivers

A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

#### 17.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

#### 17.11 Entire Agreement

Apple and Training Centre acknowledge that this Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Training Centre's agreements, warranties, understandings, conditions, covenants, promises or representations with respect to its subject matter. Apple and Training Centre acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, or representations in entering into this Agreement. Neither Apple nor Training Centre will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Training Centre that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable. This Agreement will be executed in the English language only. Training Centre expressly waives any right it may have under the law(s) of its country of domicile to have this Agreement written in the official language(s) thereof.

#### 17.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

The duly authorised representatives of the Parties execute this Agreement as of the effective date set forth below.

AN

MS

SK



P.E.S COLLEGE OF ENGINEERING AURANGABAD

*ABHIJEET WADEKAR*

ebcc2.....560c8

Signed By : ABHIJEET WADEKAR

Title : Principal

Company : P.E.S COLLEGE OF ENGINEERING AURANGABAD

Email : principal@pescoe.ac.in

IP Address : 103.94.59.33

Date : Mon Sep 26 2022 14:17:53 GMT

Apple India Private Limited

*Mukund Saraf*

b8d7d.....20516

Signed By : Mukund Saraf

Title : Finance Controller

Company : Apple India Private Limited

Date : Tue Oct 11 2022 11:19:01 GMT

Apple India Private Limited

*Sandeep Karmakar*

285dc.....5fd6d

Signed By : Sandeep Karmakar

Title : Authorised Signatory

Company : Apple India Private Limited

Date : Tue Oct 11 2022 13:29:37 GMT


- Home
- Credentials
- My Credentials
- Fulfillment History
- Messages
- Results
- FAQ



Dr. Minakshi Rajput

Profile

Logout

Credential	Effective Date	Status	Actions
Apple Certified Trainer - App Development with Swift	2022-07-09	Certified	



# Certified Trainer

## App Development with Swift

Sushant Khedgikar

Profile

Logout

[Home](#)[Credentials](#)[My Credentials](#)[Fulfillment History](#)[Messages](#)[Results](#)[FAQ](#)**Credential****Effective Date****Status****Actions**Apple Certified Trainer -  
App Development with  
Swift

2022-07-09

Certified

**Certified Trainer**

App Development with Swift