



Govindrao Wanjari College of Engineering & Technology, Nagpur

Criterion No.1

1.3.2 Number of value-added courses imparting transferable and life skills offered during the last five years

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Memorandum of Understanding for Hosted Super Campus Services

This Agreement for Hosted SuperCampus Services is effective as of 01/08/2016 (the "01/08/2016 to 30/06/2018").

BETWEEN: ServiceNet Technologies India Private Ltd. ("ServiceNet"), a corporation organized and existing under India Companies Act 1956, with its head office located at

G-61, Gayatri Nagar, IT Park Road,
Nagpur - 440022
M.S. - India

AND: Govindrao Wanjari College of Engineering & Technology
Salai Godani, Nagpur.

RECITALS

WHEREAS, ServiceNet is in the business of development, management and operation of the software platform and services relating to graduate placement

WHEREAS, the Institute is engaged in imparting professional education to the students in the field of Engineering and Management

WHEREAS, the Institute desires to have access to and the use of certain assets and services including but not limited to the Admissions, Virtual Campus and CampusJob portal, the back-office facilities allocated for the institute etc. of which ServiceNet is the owner or licensee

WHEREAS, in this Agreement, in exchange for services provided, ServiceNet is given the right to use the link to Institute Website in its efforts to promote Institute's brand amongst companies that ServiceNet is partnering with. The Institute may also provide custom versions of the Institute Website to other Distributors for use in their own names ("Private Label")

WHEREAS, the Institute is desirous of engaging ServiceNet and ServiceNet is willing to accept such engagement, to provide services hereunder described to the Institute in connection with SuperCampus

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows

1. MANAGEMENT AND TECHNOLOGY SERVICES

1.1 Engagement

The Institute hereby engages Service Provider to provide the following services

- (i) **ADMISSION PROCESS** ServiceNet shall work with Institute's admission team to organize various marketing events to spread awareness about the Institute amongst prospective students. The need based briefing shall be conducted by ServiceNet executive in agreement with the Institute's admission officer.
- (ii) **CREATION OF THE VIRTUAL CAMPUS AND GENERATION OF CONTENT FOR THE SAME** ServiceNet shall work with Institute's faculty members to create online content for the students. The platform will be initially created using content that is available in the public domain. The creation and digitization of the institute specific content would be done in the first six months of the engagement. This content would cover the following
 - a. The entire syllabus of the university that the Institute is affiliated to
 - b. Content for the various entrance exams
 - c. Content for soft-skill development
 - d. Practice tests for the campus drives
- (iii) **CONDUCTING APTITUDE TESTS** ServiceNet shall help the Institute to conduct their aptitude tests online. The answer sheets and results of these exams would be available to the teachers online.
- (iv) **FACILITATING CAMPUS INTERVIEWS** ServiceNet shall host the campus interview at the Institute or one of the partnering Institutes. ServiceNet will communicate the logistics of such interviews at least 15 days in advance to the Institute and their selected students.

1.2 Institute's Responsibility

Institute agrees to provide ServiceNet the following details upon registration

- (i) Institute will provide ServiceNet with the name and email id of the students from all years and branches. ServiceNet will send the student the login details on this registered email. This will enable the student to log on to the Virtual Campus portal and update his / her detail profile. This profile will be used by ServiceNet during the entire process.
- (ii) Institute will provide ServiceNet the Intellectual property owned by the Institute, including the notes, tutorials on every topic and also enable the faculty members to provide their time for creation of the video lectures.
- (iii) Institute will provide ServiceNet with the pre-decided time slots for various training and student engagement activities planned by ServiceNet.
- (iv) Institute shall provide ServiceNet with the relevant literature required for the admission process.

1.3 Compensation

ServiceNet will charge the Institute a sum of **Rs. 1850/-** (Rupees One Thousand Eight Hundred Fifty Only) per student for Final year & Third year students.

Institute shall ensure registration of minimum 60 students (per year) for two year program. Institute would need to pay the entire amount before the start of the training program.

1.4 Assurances

ServiceNet provides the following to the Institute each year starting from 2016 to 2018:

- a. 40 hours of classroom training and 20 hours of online training
- b. A minimum of 10% students placed in or immediately after their final year

2. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

2.1 License to Service Provider code

ServiceNet shall grant Institute a perpetual, world-wide, non-exclusive access to the SuperCampus portal. Institute shall also be entitled to receive copies of the reports and company profiles generated or managed by ServiceNet. ServiceNet shall be the exclusive owner of such data and reports.

2.5 Residual knowledge

The parties mutually acknowledge that during execution of the SuperCampus program and related services as provided in Section 1.1, ServiceNet and its personnel and agents have and may become acquainted with certain general ideas, concepts, know-how, methods, techniques, processes, and skills pertaining to the overall recruitment operation. Notwithstanding anything in this Agreement to the contrary, and regardless of expiration or termination of this Agreement, Institute hereby grants Service Provider a perpetual, worldwide, non-cancelable, irrevocable, royalty free license to use the Residual Knowledge in conducting its business, other than the Institute Code or Institute's Proprietary and Confidential Information. Such license includes the right for ServiceNet to use the Residual Knowledge in providing services and/or creating and licensing programming, technologies, and other materials for ServiceNet's other Institutes and for ServiceNet itself and its subsidiaries and affiliates, and Institute acknowledges and agrees that it shall not assert against ServiceNet, its personnel, or ServiceNet's other Institutes any claim, prohibition, or restraint from using such Residual Knowledge. ANY SUCH LICENSE IS GRANTED "AS IS" AND "WITH ALL FAULTS." INSTITUTE HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF TITLE. INSTITUTE SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE USE BY SERVICE PROVIDER OF SUCH RESIDUAL KNOWLEDGE, AND SERVICE PROVIDER SHALL FOREVER DEFEND, INDEMNIFY AND HOLD HARMLESS INSTITUTE IN THE EVENT OF ANY CLAIM OR LOSS INCURRED BY INSTITUTE ARISING OUT OF USE BY SERVICE PROVIDER OR ITS AFFILIATES, SUBSIDIARIES, LICENSEES OR ASSIGNEES OF SUCH RESIDUAL KNOWLEDGE.

3. TERM

The term of this Agreement shall be 1 (ONE) year from the date hereof, provided that the term shall thereafter automatically renew from time to time for successive, additional one-year terms unless either party shall provide the other party with a written notice of termination at least 3 (THREE) months prior to the termination date (including any termination date as a result of any renewal period).

4. CONFIDENTIALITY

Subject to the terms of this Agreement, the parties agree, both during the Term of this Agreement and for a period of two years after termination of this Agreement, to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose, other than the implementation of and as specified in this Agreement and other than use by Institute in the Institute Business. ServiceNet will however use the student related data for communicating with the students details regarding the Campus drives, information and articles published by ServiceNet and other promotional campaigns organized by ServiceNet.

Each party agrees to take all reasonable steps to ensure that Proprietary or Confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each party

