

MEMORANDUM OF UNDERSTANDING

BETWEEN

BVG INDIA LIMITED, PUNE

AND

RAYAT SHIKSHAN SANSTHA, SATARA

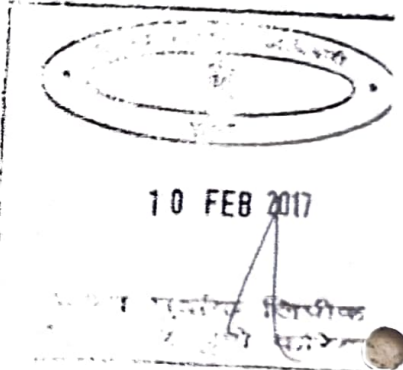


महाराष्ट्र MAHARASHTRA

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AB 648153

अनु.क्र. 12499 18 FEB 2017 न.सं. रकम.....५००/-  
 दस्तावेज प्रकार..... Company Agreement  
 दस्त जोदणी करणार आहेत का ? होय/नाही.  
 निष्करीचे दर्शन  
 मुद्रांक दिवसाचे दिनांक 18 FEB 2017  
 पत्ता BVG INDIA LIMITED  
 BVG House, Premier Plaza,  
 Pune-Mumbai Road, Chinchwad,  
 Pune-411019.  
 दुसऱ्या पक्षाकडचे मांस  
 हस्त व्यक्तीचे नांव व पत्ता  
 सतिष शिंदे  
 सतिष शिंदे, पुणे-९.  
 मुद्रांक विक्री घेणाऱ्याची सही  
 रती. आर. एच. लिमटे  
 परजमा क्र. २२०१०१६  
 ३, सुखार गेट, पुणे-४११०००



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is executed on this  
 22<sup>nd</sup> day of May 2017 between





RAYAT SHIKSHAN SANSTHA, A Leading education institute, under charitable trust founded in year 1919 and having its registered office at Karmaveer Samathi Parisar, Near Powai Naka, Satara - 415001 Dist. Satara and its all the Colleges (hereinafter referred as "RAYAT" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include present and future management council members and their successors and assignees);

**OF THE FIRST PART**

**AND**

BVG India Limited (CIN- U74999PN2002PLC016834), a company incorporated under the Companies Act, 1956 and governed under the Companies Act, 2013, having its registered office at BVG House, Premier Plaza, Pune-Mumbai Road, Chinchwad, Pune along with other BVG group Companies such as BVG Life Sciences Limited, BVG Hitech Agro Limited, etc. (Herein after referred to as "BVG" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include present and future management council members and their successors and assignees)

**OF THE SECOND PART**

WHEREAS BVG started its operations in India in 1997 and is presently India's largest integrated facility management services Company with a strength of 70000 people spread all over India at 750 plus sites and is engaged in the business of providing services including training, housekeeping, waste management, landscaping, gardening, technical services, Electrical Projects and such other industrial services and providing, maintaining Ambulatory Services and Emergency Medical Transport Services.

"RAYAT SHIKSHAN SANSHTA" and "BVG" are hereinafter collectively referred to as the "Parties" and individually as "Party" as applicable.

**I. PURPOSE :**

The purpose of MoU is to provide the framework for an arrangement between RAYAT SHIKSHAN SANSHTA and BVG to provide industry focused quality education and

Memorandum of Understanding between Rayat Shikshan Sanstha & BVG India Ltd. Pune. Page 2



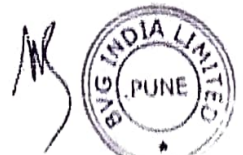


job opportunities to graduate and post graduate students from various colleges of  
**RAYAT SHIKSHAN SANSTHA.**

**Objective :** The employment of students from rural and weaker sections continues to remain poor. It is therefore necessary and of paramount importance to provide quality education and to enhance the skills of the graduates in this faculty so as to create job opportunities and enable them to be effective contributors to nation's growth and development. The main objective of BVG therefore is to create employment opportunities in various sectors of BVG in which BVG is presently working, for students of Rayat Shikshan Sanstha, Satara to ensure product development in industrial and agricultural sector. BVG has developed unique and herbal nano technology products as well as animal products which increase yield and income of the farmers leading to growth in agriculture sector.

## **2. PROGRAME DETAILS :**

- Scope :1) To start the B.Sc. Facility services course of YCMOU in the various colleges of Rayat Shikshan Sanstha.
- 2) To start the students training center and student pre-placement training activities according to the needs at various colleges of Sanstha. Also establish a placement and training center at Pune (Hadapsar campus of Sanstha) and Vashi (near Kharghar campus) and Kamothe.
- 3) BVG shall be entitled to provide job opportunity for graduate students in the various service sectors of BVG according to the student's skills and qualifications and subject to eligibility criteria.
- 4) Only qualified and eligible students of Sanstha shall be selected for placement, it shall not be mandatory on BVG to select only the Rayat students and shall also depend on various factor case to case.





**3. ELIBILITY, QUALIFICATIO AND WILLINGNESS :**

- a. Any graduate candidates (B.A. B.Com. B.C.A. B.Sc. B.C.S. B.B.A. B.E. Diploma etc.) of Rayat Shikshan Sanstha will work with their willingness, by considering and accepting all the terms and conditions of BVG.
- b. Any post graduate candidates (M.Sc. M.Com. M.A.) if eligible for the required post of BVG, he/she should work with Company by knowing and accepting all the terms and conditions of BVG.
- c. Rayat Shikshan Sanstha will not interfere into placement activities. Sanstha plays only a social role to form the platform for students placement.

**4. AREAS OF COOPERATION-ROLES AND RESPONSIBILITIES :**

**Rayat Shikshan Sanstha shall provide the following:**

- a) The Rayat Shikshan Sanstha will provide graduate and post graduate students to BVG for the various post as may be available.
- b) The Sanstha will provide infrastructure to BVG to conduct examination and interviews for Students' Selection Procedure.
- c) Sanstha will intimate the dates of campus interviews to the graduate and post graduate students of Sanstha.

**BVG should provide the following:**

- a) BVG will conduct campus interviews in the colleges of Rayat Shikshan Sanstha for the different posts.
- b) BVG will make necessary arrangements for the safety and security of the candidates selected for the training programme as per BVG employees standard operating procedures.
- c) BVG should inform the RAYAT colleges 15 days before conducting the campus inierview/s.

*[Handwritten signature]*



d) BVG should inform to the RAYAT colleges after conducting campus interview about the name of candidates, post, schedule, place of the concern training programme etc. for the selected candidates through invitation letters to selected applicants.

**5. GENERAL CLAUSES :**

- a) The MOU shall commence on 22<sup>nd</sup> May 2017 and be valid for a period of five year i.e. till 21<sup>st</sup> May 2022. Prior to the expiry of the term, the MoU may be further extended by mutual agreement between both the Parties. Either Party may terminate this MoU with Ninety (90) day notice to the other in writing.
- b) Neither Party may use the name of the other Party including clients in press release or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law.

**6. LIABILITY :**

- a) BVG makes no warranties to Rayat Shikshan Sanstha, express or implied, with respect to the contents of this MoU. All warranties are hereby disclaimed. BVG shall not be liable to Rayat Shikshan Sanstha for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law, no legal or financial liability with respect to this MoU shall exist with Rayat Shikshan Sanstha.
- b) Rayat Shikshan Sanstha makes no warranties to BVG, express or implied, with respect to the contents of this MoU. All warranties are hereby disclaimed. Rayat Shikshan Sanstha shall not be liable to BVG or any other for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law, no legal or financial liability with respect to this MoU shall exist with Rayat Shikshan Sanstha.

*[Handwritten signature]*



*[Handwritten signature]*





## 7. CONFIDENTIALITY :

Rayat Shikshan Sanstha shall maintain in confidence and shall not disclose or divulge to any third parties or use for any other purpose other than as described herein, of any or all information of BVG including existence of this MoU strategy, process, business or technical information or any information regarding any employees, disclosed by BVG or which may come into its knowledge or custody, without the prior written consent of BVG. This clause shall survive the term, expiry or termination of this MoU.

Confidential information shall not extend to include:

- Information already known to the receiving party free of any restriction;
- Subsequently learned from the independent third party free of any restriction and without breach of this MoU;
- Or becomes publicly available through no wrongful act of the receiving party or any third party;
- Independently developed by the receiving party; or is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, provided, however, that the receiving party shall advise the disclosing party of such required disclosure and promptly assist in limiting any such disclosure.
- BVG except its clients and its group companies shall maintain in confidentiality of the students information i.e. name, contact numbers, email, educational qualification etc. and shall not disclose or divulge to any third parties or use for any other purpose other than as described herein, of any.

## 8. INTELLECTUAL PROPERTY RIGHTS :

All and any proprietary or pre-existing rights of BVG, in any BVG tools, processes, utilities, methodologies, patents, trademarks, copyright, or other proprietary products belonging to and use by BVG including any modifications, enhancements





or customization made thereto whether or not in the course of provision of BVG shall be the sole and exclusive property of BVG. All pamphlets provided under this MoU shall not be used for any other purpose other than the purpose mentioned in this MoU. All the pamphlets shall be returned to BVG by Rayat Shikshan Sanstha post expiration or termination of this MoU.

**9. FORCE MAJEURE :**

Neither Party shall be liable for any failure or delay in the performance of its obligations under the MoU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of Gods, acts of state, strikes, acts of war, terrorism, accidents, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such day) and describe in reasonable details the circumstances causing such delay.

**10. NOTICES :**

All notices, requests, demands and other communications related to this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:

To BVG:

Managing Director  
BVG India Limited  
BVG House, Premier Plaza,  
Chinchwad, Old Pune Mumbai Highway  
Pune, India

To Rayat Shikshan Sanstha:

Secretary,  
Rayat Shikshan Sanstha, Satara  
Karmaveer Samathi Parisar,







Near Powai Naka, Satara - 415001

Dist. Satara (Maharashtra)

**11. ENTIRE MOU :**

This MOU constitutes the entire understanding between the Parties and supersedes any and all prior understanding and arrangements whether oral or written between the Parties relating to the subject matter hereof.

**12. SEVERABILITY :**

Any provision of this MoU that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this MoU or affecting the validity or enforceability of such provision in any other jurisdiction.

**13. AMENDMENTS :**

Amendments, modifications or waiver in respect of this MoU will be effective in writing and executed by both the Parties.

**14. WAIVER :** Any failure by either Party to enforce any provision of this MoU shall not be construed as a waiver of the rights to so enforce such provisions at a later date or upon any subsequent breach.

**15. ASSIGNMENT AND SUCCESSION :**

The rights, benefits and liabilities of Rayat Shikshan Sanstha under this MoU shall not be assigned or otherwise transferred to any third party without the explicit written consent of BVG. This MOU shall inure to the benefit of and be binding upon the legal successors of the Parties.

**16. GOVERNING LAW & DISPUTE RESOLUTION :**

In case any dispute arises between Parties, an effort shall be made to settle the same amicably. Should the Parties fail to reach an amicable solution by mutual negotiations, such disputes shall be settled finally in arbitration in accordance with




the provisions of Arbitration and Conciliation Act, 1996. The place for arbitration shall be Pune and the language of arbitration English. This MoU is subject to the exclusive jurisdiction of the competent courts at Pune. This contract shall be construed and interpreted in accordance with the laws of Republic India.

### SIGNATORIES


In WITNESS hereof, the Parties hereto have signed this MOU in 2 original copies in English on the date(s) herein below indicated and each constitutes an original copy




  
Dr. B. K. Karale  
Secretary,  
Rayat Shikshan Sanstha  
Secretary  
Rayat Shikshan Sanstha Satara





In Presence of

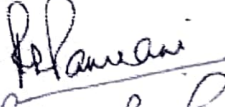
1) Sign   
Name: (Rajendra G. Kulkarni)

2) Sign   
Name: Dr. K. G. Kanade.



  
Hanmantrao R. Gaikwad  
Chairman and Managing Director  
BVG India Limited

1) Sign   
Name: (Dr. B. J. Jadhav)

2) Sign:   
Name: Raju R. Pawani  
Pune