



महाराष्ट्र MAHARASHTRA

2022

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दस्तावा प्रकार MOU
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विक्रयकर्त्याचे वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव Sci. Raji Education Society
प. Nere Dattavadi, Pune
मुद्रांक पक्षकाराचे नांव
दस्तावा प्रकार व रक्कम Vim Note
मुद्रांक विकत घेणाऱ्याची सही
सौ. अंजली दिपक दिवेकर
परवाना क्र. २००११६४
विश्वकर्मांच, पुणे.



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तथ्य मुद्रांक लिपीक
वेळीत मुद्रांक घ्यावे

Memorandum of Understanding

This Memorandum of Understanding ("MoU") executed on 21st June, 2022 at Pune



महाराष्ट्र MAHARASHTRA

2022

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 पत्ता Nere Dattawadi, Pune
 बंधन नाव जयिनाश शिंदे

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 पुणे
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 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

मुद्रांक विकत घेणाऱ्याची सह
 भारतीय बँक लिमिटेड
 शास्त्रिकट कार्यालयासमोर, न्यायभवनानगर, प्रभाकर नगर, कोरगाव, पुणे-४११००४
 यदाच कायदाको भावस्थानको नाही

Memorandum of Understanding

This Memorandum of Understanding ("MoU") executed on 20th June, 2022 at Pune between

YES Bank Limited, a company incorporated and registered, under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office at YES Bank House, Off Western Express Highway, Santacruz (East), Mumbai – 400055 (herein after referred to as "**YES Bank**" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the One Part;

And

SaiBalaji Education Society, an institution incorporated and registered under Indian Society Act 1860 and having, its registered office situated at Sr.No 54 Nere Dattawadi, Near Hinjewadi IT Park, Pune 411033 (hereinafter referred to as the "**the Institute**" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the Other Part.

YES Bank and the Institute shall be hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**"

WHEREAS

- A. YES Bank is a high quality, technology driven, state-of-the-art private sector Indian bank catering to "Emerging India", with strong focus on knowledge based approach to banking.
- B. The Institute is an Educational Society
- C. The Parties have agreed to collaborate with each other for the Purpose more specifically described in clause 1 of this MoU.
- D. Pursuant to the above and in order to record the mutually agreed terms and conditions by and between the Parties in relation to the aforesaid Purpose, the Parties have agreed to execute this MoU.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. PURPOSE OF THE MOU

- A. This MoU is being entered into between the Parties as the Institute desires to provide a platform to YES Bank, its employees and/or authorized representatives (i) for conducting and organizing various training sessions, workshops, seminars, placement interviews and other activities more particularly described in Annexure "A" hereto; (ii) to participate in various recruitment drives, seminars, training programmes, newsletters and workshops conducted by or on behalf of the Institute and (iii) for any other purpose as may be identified by the Parties in writing on mutual consensus ("**Purpose**").
- B. It is agreed between the Parties that it shall be the sole discretion of YES Bank to conduct, organize and undertake the activities as mentioned above.
- C. From time to time, YES Bank and the Institute may jointly elect to amend, modify and/or replace Annexure "A", thereby amending/ modifying/ replacing the Purpose of this MoU, provided always that any such amendment or modification or replacement shall be in writing and signed by Parties.

2. ROLE AND RESPONSIBILITIES OF THE PARTIES

The role and responsibilities of the Parties, if any, are mentioned in Annexure "A" hereto. Annexure – A shall form an integral part of this MoU (including any amendment, modification or replacement thereto).

PRESENTATIONS AND WARRANTIES

Institute represents and warrants to YES Bank that as of the date of this MoU:

- a) It has all requisite capacity, power and authority to execute, deliver and perform this MoU and the terms and conditions contained herein.
- b) This MoU has been validly executed and delivered and constitutes a legal, valid and binding obligation of the Institute.
- c) The execution, delivery and performance of this MoU does not in any way conflict or violate any provision of law, rule, judgment, order or any other contract applicable to the Institute.
- d) It has no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this MoU or fulfill any and all of its obligations hereunder, or to conduct the business contemplated hereby.
- e) It is not subject to any existing, pending or threatened litigation or other proceeding which could have a material adverse effect on its ability to fulfill its undertakings and obligations in terms of this MoU.
- f) The above representations and warranties shall be continuing and be deemed to be repeated as long as this MoU is in force.

4. RELATED DOCUMENTS

This MoU shall govern arrangement between the Parties for carrying out the Purpose.

5. GENERAL CLAUSES

a) Force Majeure/ Acts of God:

These activities are to be carried out under this MoU is subject to there being no force majeure situation. Force majeure shall be deemed to include circumstances beyond the control and power of the contracting Parties, such as acts of God, civil commotion, riots, war, extremist action, governmental/regulatory/ statutory restrictions/actions, pandemic, epidemic, flood, earthquake, drought, labour dispute.

b) Use of Marks/ Intellectual Property

The Institute recognizes the importance of intellectual property rights of YES Bank and protecting the materials used for or resulting from the joint activities conducted under the framework established by this MoU. During the term of this MoU, the Institute agrees and acknowledges that:

- i. unless expressly agreed herein, it shall not acquire any rights whatsoever in the trade names, trademarks, service marks or other similar proprietary designations/ intellectual property, owned, or used by YES Bank and/or as communicated by YES Bank to Institute (collectively "Mark/s") as a result of its use with the prior written consent of YES Bank or by virtue of this MoU;
- ii. It will not, directly or indirectly, attempt to acquire or challenge the title of YES Bank to the Mark/s, or any other intellectual property owned by YES Bank, or of service mark or other intellectual property pertaining thereto;
- iii. It will not use the Mark/s of the YES Bank in any manner which will defame or hurt the reputation and goodwill of YES Bank or in any derogatory manner.
- iv. It will not use the Mark/s or logos or names of YES Bank for any reason whatsoever without the prior written approval of YES Bank;
- v. The Institute, its employees and the audience shall not have the right to photo/video graph or record in any other mode or manner whatsoever the proceedings of any lecture, seminar, workshop, training and/or any activities undertaken/organized by YES Bank, its employees or authorized representatives and the Institute will inform its employees, all participants and audience of this restriction and enforce compliance with the same strictly.

c) Confidentiality

- 1) The Institute agrees that it shall not, at any time or under any circumstances, without the prior

written consent of YES Bank, directly or indirectly communicate or disclose to any person any confidential information of YES Bank, its employees and representatives or the existence and terms of this MoU (other than to their employees and representatives on a strict need to know basis for the purpose of this MoU only). However, such obligation shall not apply in the following eventualities:

- i. Information already in the possession of the Institute;
 - ii. Information which is or has become generally available to the public;
 - iii. Information that is independently developed by the Institute;
 - iv. Information disclosed to Institute by a third party who is not subject to any confidentiality restriction;
 - v. Information that is required to be disclosed by law or under a court order or by the applicable regulations or by any regulatory/statutory authority provided that the Institute will promptly inform YES Bank of the same unless legally restricted.
- 2) The Institute also agrees and undertakes that it shall, inform YES Bank prior to releasing any press statements, new report or other publicity in print, media or otherwise regarding the MoU or the transactions contemplated by this MoU.
 - 3) The Institute agrees and binds itself to the fact that all or any of the information, which is property of YES Bank or is disclosed by YES Bank in pursuance of this MoU, shall be treated as confidential and the Institute shall not disclose the said information without the prior approval of YES Bank in writing.
 - 4) The provisions of this Clause herein above pertaining to the said confidential information shall survive the termination of this MoU for a period of 1 year from the date of such termination.

d) Fees/Consideration

The mutual benefit derived by the respective Parties constitutes sufficient consideration for them to enter into this MoU.

e) Amendments and Waivers:

No amendment to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU. No waiver of any breach of any provision of this MoU shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

f) Term and Termination

- i) This MoU shall be valid for a period of one year from the date of execution of this MoU unless otherwise earlier terminated in accordance with the provisions herein after contained. The Parties may mutually decide to renew the term of this MoU, provided any such renewal shall be in writing and signed by the Parties.
- ii) This MoU shall be effective as on the date of execution and shall continue in full force unless terminated or expired without renewal.
- iii) The Bank may terminate this MoU by giving notice period as mentioned below :-
 - by giving 30 days' notice in writing to the Institute without assigning any reason whatsoever; or
 - on breach by the Institute of the provisions of this MoU, by giving 30 days written notice to the Institute to remedy the breach if it remediable; or
 - with immediate effect on the Institute going into liquidation/ bankruptcy/ winding up or similar such events.

g) Indemnity

The Institute agrees to indemnify and keep indemnified individually, fully and promptly, YES Bank and/or its employees from and against all costs, claims, demands, liabilities, expenses, direct damages

losses arising out of or in connection with the Institute's misrepresentation or breach of the terms of this MoU .

h) Dispute Resolution

In case of differences arising out of this MoU, the Parties agree to find an amicable and mutually acceptable solution. Should the Parties fail to do so, all disputes arising in connection with this MoU shall be referred to arbitration and the arbitration shall be conducted by a sole arbitrator appointed jointly by the Parties in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time, and the venue shall be at Mumbai and the language shall be in English.

i) Exclusivity

It is expressly agreed that the services hereby agreed to be provided/ availed by the respective Parties shall be on a non-exclusive basis.

j) Severability

If any provision of this MoU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this MoU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this MoU shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

k) Statutory Compliances

The Parties agree that all activities and operations conducted pursuant to this MoU shall be in compliance with all legislations, statutes, ordinances, regulations, administrative rulings or requirements of law.

l) Notices

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any Party shall be sufficiently given if provided in English language and delivered personally or if transmitted by fax or other form of recorded communication to such Party:

In the case of notice to YES Bank, at:

Attention: Mr. Vikash Modi, HR Head – Retail Banking, YES BANK Ltd, YES Bank House, Off Western Express Highway, Santacruz (East), Mumbai – 400055

In the case of notice to the Institute at:

SaiBalaji Education Society, Sr.No 54, Nere Dattawadi, Near Hinjewadi IT Park, Pune 411033

The notice shall be deemed to be effective upon the actual date of delivery supported by the requisite proof of delivery.

m) Assignment

The Institute may not assign or otherwise transfer this MoU, in whole or in part, without the prior written consent of the YES Bank. Any such purported assignment in violation of the preceding sentence will be void and of no effect. This MoU will be binding upon the Parties' respective successors and permitted assigns.

n) Independent Parties:

This MOU is on a "principal to principal" basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture,

employment or relationship of principal and agent between the Parties hereto or between their respective representatives and employees or between one Party and the representatives and employees of the other Party or to provide either of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

o) Counterparts:

This MoU may be executed in any number of counterparts, each of which is an original but together shall constitute a single instrument.

p) Governing Law and Jurisdiction

This MoU shall be governed by laws of India and subject to Arbitration Clause above, the courts of Mumbai shall have the exclusive jurisdiction to try any dispute arising under this MoU.

AnnexureA

PART A

Scope of Work

Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.

YES Bank will give valuable inputs to the SaiBalaji Education Society in teaching / training methodology, so that the students fit into the Banking scenario meaningfully.

YES Bank at its sole discretion will train the students of the SaiBalaji Education Society on the emerging Banking technologies in order to bridge the gap in skill and make them ready for Banking industry.

IN WITNESS WHEREOF the Parties to this Memorandum of Understanding have affixed their signature on the day and year herein above written

SIGNED, SEALED AND DELIVERED
for and on behalf of YES BANK LIMITED by:

Name: Vikash Modi
Designation: HR Head – Retail Banking
Date: 20/06/2022
Place: Mumbai



Vikash Modi

SIGNED, SEALED AND DELIVERED
for and on behalf of SaiBalaji Education Society by:

Name: Prof. Manish R. Mundada
Designation: Founder President
Date: ___ June 2022
Place: Pune



Manish R. Mundada