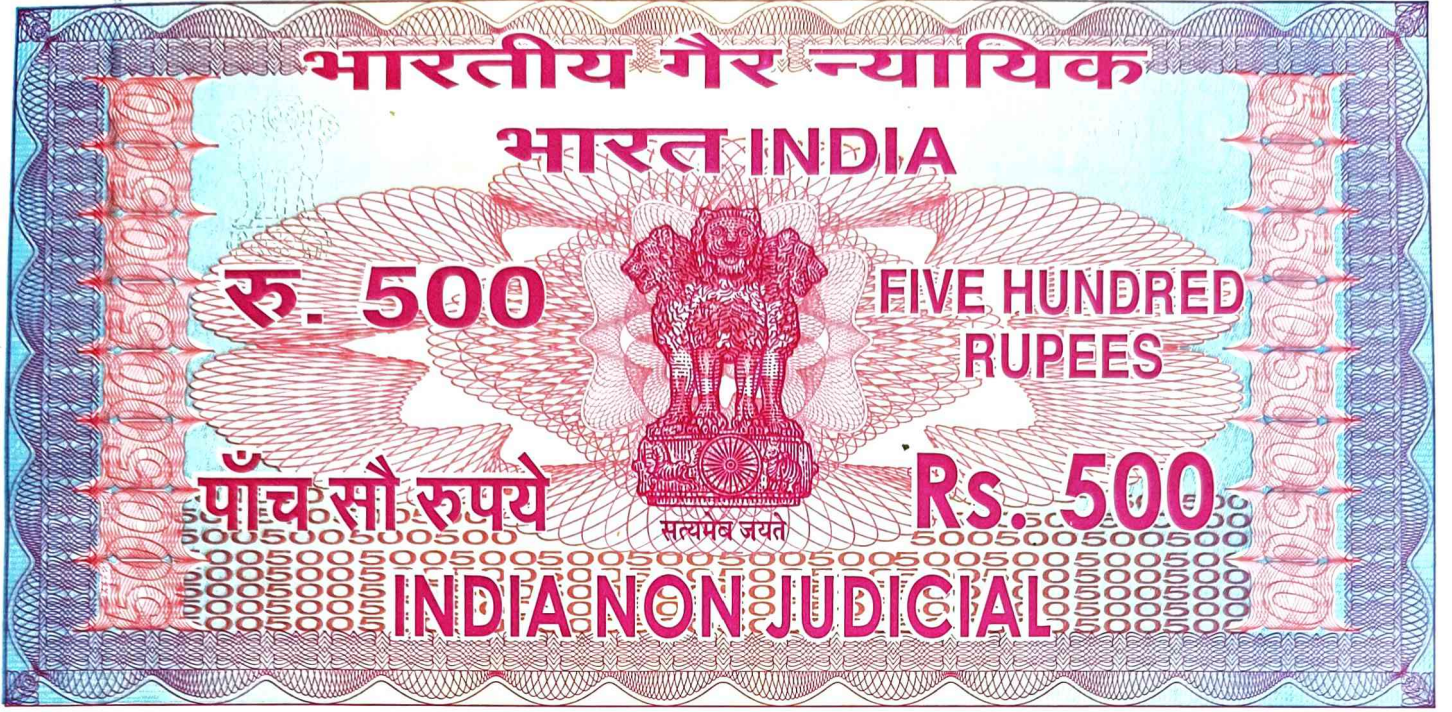


MEMORANDUM OF UNDERSTANDING
Between



Deccan Education Society's,
Fergusson College (Autonomous), Pune
And
Sony India Pvt Ltd



महाराष्ट्र MAHARASHTRA

2022

BW 811146

क्र. 3969 दि. 21/04/2023 पुणे

हस्ताक्षर प्रकार M.O.U.

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव प्रिंसीपल, फर्ग्युसन महाविद्यालय, पुणे

पत्ता शिवाजी नगर पुणे

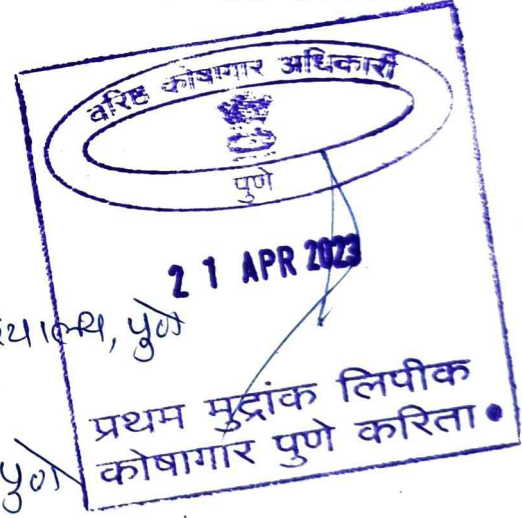
दुसऱ्या पक्षकाराचे नांव मुकेश शिवाजी

हस्त व्यक्तीचे नांव व पत्ता मुखेश देव शिवाजी नगर, पुणे

शुभांगी सुहास बनकर

परवाना क्र. 2209997

मुद्रांक विकत घेणाऱ्याची राही 9388 शिवाजीनगर, पुणे म न पा समार, पुणे



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this -----by and between:

Deccan Education Society's Fergusson College (Autonomous), Pune, (hereinafter referred to as 'University'), is one of the premier institutions offering variety of academic programs in faculty of Arts



and Science. The College is recognized by University Grants Commission (UGC) under 2F and 12(B). It also has received recognition as 'College with Excellence' from UGC, Special heritage Status from UGC and also recognized under Department of Biotechnology- STAR College Scheme. The College designs its own curriculum and assessment methods. The College is also funded by Department of Science and Technology under FIST Scheme. The College engaged in imparting higher education by offering various academic programs in faculty of Arts and Science will be represented through the Principal, Dr. Ravindrasing Pardeshi, FC Road, Pune, hereinafter referred to as First Party (which expression unless repugnant to the context shall include its representatives, successors and assignees). S

AND

SONY INDIA PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 1956, represented through Mukesh Srivastava, Head, Digital Imaging Business, Age- (adult), hereinafter referred to as Second party having its registered office at A - 18, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi - 110 044 (hereinafter referred to as "**Sony India**" which expression shall, unless repugnant to its meaning, subject or context, mean and include its successors and permitted assigns).

The University and Sony India are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**", wherever the context requires.

WHEREAS

- A. The University is one of the premier institutes of higher learning in India and offers various higher education/degree courses and programs to students enrolled for this purpose with the University ("**Students**");

- B. Sony India is engaged in the business of marketing and sale of certain consumer audio video, digital imaging and other products under the brand name 'SONY' ("**SonyProducts**");
- C. The University has requested Sony India to facilitate supply of certain digital imaging Sony Products ("**DI Products**") to the University for educational purposes and for their internal consumption, and/or to its Students for use by Students.
- D. The Parties now intend to mutually discuss and agree an initial framework on which the Products would be made available to the Students.

NOW, THEREFORE, in consideration of the mutual terms, agreements, covenants set forth in this MoU, and sufficiency of which is acknowledged by the Parties, the Parties hereby state their mutual understanding as follows:

1. OBJECTIVE AND SCOPE OF MOU

- 1.1. Sony India may in its discretion facilitate supply of certain DI Products to the University for educational use/internal consumption, as well as to the Students from time to time on such terms as shall be mutually agreed by the Parties. The aforesaid terms shall *inter alia* stipulate the applicable special price for such product(s) at which such product(s) may be made available to the University and/or the Students by Sony India under its B2B offer or its Authorized Channel partner (as the case may be) among others etc.
- 1.2. It is clarified that the understanding set out in Clause 1.1 shall be at the sole discretion of Sony India or its Authorized Channel Partner (as the case may be) and subject to availability of the Products and with no

minimum sales commitment or guarantee is made by Sony India or its Authorized Channel Partner hereunder.

- 1.3. Nothing herein shall in any manner restrict Sony India or its network of Authorized Channel Partner from engaging in the supply and/or sale of any Sony Products and/or services (including but not limited any DI Products) to any person whosoever (including the students, separately from any sales hereunder) on such terms and conditions as may be agreed with such other person.
- 1.4. To supply select DI Products, University agrees to follow the procedure of placing the order in such form and manner as may be prescribed by Sony India or its Authorized Channel Partner. For students studying in the University to avail the offer, eligible students shall be required to intimate their requirements in writing to university along with copy of their University /College ID along with another Identity Proof such as Aadhar or Driving license, Passport etc. The University will in turn place orders with Sony India Authorized Channel Partner in such form and manner as may be prescribed by Sony India Authorized Channel Partner.
- 1.5. Considering the DI Products are made available at a special discounted price, the University agrees not to dispose-off the said DI Products for commercial gains unless the said Product is beyond economical repair and/or not fit for use or a period of 3 years had lapsed since the purchase.

2. CONFIDENTIALITY

- 2.1. University ("**Receiving Party**") shall keep all information confidential including, without limitation, any non-public business or technical

information of the disclosing Party or that of its clients/affiliates/consultants/or any third-party working alongside the disclosing Party on this project including but not limited to information relating to any past, present or future business methods, technical systems, order placement, research and development projects, services, clients, liabilities, litigations, know-how, Products, or the terms of this MoU, terms of any bid and all data developed and procured, studies conducted and any other information acquired, interpreted, developed or disclosed in any form whatsoever, furnished by the other Party ("**Disclosing Party**") pursuant to this MoU (collectively "**Confidential Information**") and such Confidential Information shall not be disclosed to any third party except as expressly permitted under the terms of this MoU.

3. ASSIGNMENT

- 3.1. Neither Party may, without the prior written consent of the other Party, assign the benefit of all or any of the Party's obligations under this MoU or any benefit arising under this MoU in favor of itself or any third party.

4. PUBLICITY

- 4.1. The Parties mutually agree that the execution of this MoU does not require any public disclosure and agree that it is the intent of the Parties to maintain the existence and substance of this MoU and discussions related hereto and thereto confidential (except as mutually agreed in writing). The Parties agree not to use each other's names in any regulatory filing, submission, press release, advertising or other form of publicity without the prior written consent of that Party.

5. RELATIONSHIP OF THE PARTIES

- 5.1. This MoU does not constitute, create, give effect to, or otherwise imply a commercial contract, an employment relationship, joint venture, partnership or formal business organization or legally binding obligation of any kind between the Parties unless captured herein.
- 5.2. Each Party to this MoU shall act as an independent entity and not as an agent, partner, or joint venture with the other Party and none of the Parties shall have any authority to bind the other, except to the extent specifically provided herein. All information disclosed by either Party hereunder is provided on an 'as - is- where - is' basis and the disclosing Party makes no representation or warranty as to the accuracy or completeness thereof.
- 5.3. Nothing contained herein purports to create any exclusivity between the Parties and the Partner shall be at liberty to work with other third parties (including any other universities or any other educational institutions) in relation to the supply of Products (or any of them) and accordingly the Partner shall have the right (and be entitled to) to execute any document/(s) with such third parties in this regard, without providing any intimation in this regard to the University.

6. INTELLECTUAL PROPERTY

- 6.1. Unless permitted by Sony India in writing, University shall not use Sony's Intellectual Property Rights - Logos, Symbols, Trademark or any other intellectual property ("IPR") on the documents, webpage, name board, advertising material and such other documents pertaining and related to the business.

7. ANTI-MONEY LAUNDERING & ANTI-BRIBERY:

7.1 Both Parties shall invariably conduct all its dealings in a manner consistent with highest ethical and business standards. Parties shall take all necessary steps in its systems & processes to ensure that no gratification, in cash or kind, is offered, exchanged, directly or indirectly, in regard to the business forming subject matter of the Agreement. Any violation of this stipulation shall be treated as a serious breach and the affected party may at its discretion, be entitled to take all appropriate action(s) or remedies including but not limited to forthwith termination of this MoU etc. as may be required under the circumstances.

8. TERM AND TERMINATION

This MoU shall be effective from the date it is signed by the parties. The duration of the MoU will be initially for a period of Three (3) years from the effective date, unless or otherwise terminated earlier, as per Clause 8

8.1 This MoU shall commence from the Execution Date and shall automatically terminate after Three months from the date of execution, unless extended by mutual agreement of the Parties or unless earlier terminated on the occurrence of any one of the following events:

- (a) Immediately upon the coming into effect of any successor agreement or arrangement entered by the Parties;
- (b) Immediately upon the Parties mutually agreeing in writing to terminate this MoU;

- (c) Termination of this MoU by any Party by serving a prior written notice of 30 days to the non-terminating Party;
- (d) Immediately by any Party immediately by giving a written notice to the other Party, should the other Party:
 - (i) cease to function as a going concern or loses its business license, permission and/or authorization necessary to perform its obligations under this MoU
 - (ii) become involved in financial difficulties including the appointment of receiver, service of a mandate of execution or of attachment, a moratorium on indebtedness, filing a petition for bankruptcy or insolvency, an assignment on behalf of its creditors or any other proceeding concerning dissolution, cessation of operations, reorganization of indebtedness or the like.

8.2. Notwithstanding anything contained herein to the contrary, no Party shall be liable to pay any compensation for any loss, damages or claims to the other Party upon expiry or termination of this MoU in accordance with its terms save and except the receivable pending to the received by Sony India or its Authorized Channel Partners.

9. DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAWS

9.1. This MoU shall be governed and construed in accordance with the laws of India (without giving any effect to the conflict of law principles thereof).

9.2. Any disputes or differences arising out of or in connection with this MoU shall be endeavored to be resolved by discussions between the Parties. If such disputes are not resolved within 30 (thirty)

days from the date the dispute arose, the same shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and rules made thereunder (or any modifications thereto or any re-enactments thereof as may be in force at that time) and the award shall be final and binding upon the Parties wherein immediately upon expiry of the above mentioned 30 (thirty) days from the date the dispute arose, the Parties shall mutually appoint a sole arbitrator. The seat and venue of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Each Party shall bear its own cost, fees and expenses of arbitration. The Courts at New Delhi only shall have jurisdiction in connection with or arising out of this MoU

10. NOTICES

10.1. Any notice given under this MoU must be sent in writing to the intended recipient at the address shown below or the address last notified by the intended recipient and such notice shall be delivered by hand or sent by facsimile or by registered post. Additionally, notice must also be sent to the recipient through electronic mail to the email id indicated below:

For **Fergusson College**

Address: *F C College Road, Pune*

Tel : 020-67656000, 020-67656057

Fax :

Email :Principal<principal@fergusson.edu>, photography fc
<photography@fergusson.edu> ,

For **Sony India Private Limited**

Address: Sony India Pvt Ltd, A - 18, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi - 110 044.

Tel :

Fax :

Email :

10.2. Notices will be taken to have been given or made when delivered, received or left at the abovementioned addresses (or any other address as may be notified in writing by a Party for this purpose) and in the case of transmission by way of email, then at the time of transmission unless a delivery error notification is received.

11. MODIFICATIONS

No modifications or alterations whatsoever shall be made to this MoU or any Binding Terms except by means of written amendments duly executed by an authorized representative of each Party.

12. FORCE MAJEURE

12.1. Neither Party shall be liable for any failure or delay in performance of its obligations under this MoU or any Binding Terms, due to reasons which are beyond such Party's control, including but not limited to acts of God, pandemic, natural disasters such as Earthquake, floods, lightening etc., fire, acts of public enemies, acts or orders of any kind of any governmental authority, insurrection, military action whether or not declared, sabotage, riots, civil disturbances, explosions or partial or entire failure of utilities (collectively "**Force Majeure**"). In the event of any Force Majeure, the Party claiming the occurrence of Force Majeure shall

promptly inform the other Party in writing and shall use its best efforts to resume performance of its obligations, or any part thereof, as soon as possible.

- 12.2. In case any event of Force Majeure persists for more than 30 (thirty) days consecutively, then this MoU may be terminated by the unaffected Party through the delivery of 30 (thirty) days written notice to the affected Party.

13. MISCELLANEOUS

- 13.1. Nothing contained in this MoU confers any right, privilege or remedy on any person, other than the Parties and their permitted successors and assigns. No license of any kind, express or implied, is granted under this MoU. This MoU may be executed in any number of counterparts and each such counterpart shall be deemed an original MoU for all purposes.

- 13.2. This MoU constitutes the entire understanding of the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations, whether written or oral, of the Parties in this regard.

- 13.3. Each Party confirms to the other Party that-

- (a) it is duly incorporated and validly existing under the laws of the state or country of its incorporation, and has the full power and authority to conduct its business as well as to execute this MoU and perform its obligations hereunder
- (b) it will obtain, hold and maintain, renew all filings, licenses, permits and consent, at its own expense, as may be required

pursuant to any requirements of law or other provisions/rules/regulation etc. in order for it to perform its obligations under this MoU.

In witness whereof; the Parties hereto have caused this MoU to be signed and delivered by their duly authorized representatives as of the day and the year first written above:

For and on behalf of
Fergusson College (Autonomous)


8 May 2023

Dr. Ravindrasing Pardeshi
Principal
Fergusson College (Autonomous)





Vice-Principal
Fergusson College (Autonomous)

For and on behalf of
Sony India Private Limited



Mukesh Srivastava
Head Digital Imaging Business



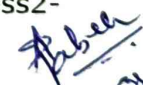
Coordinator
Photography and Audio-Visual
Production (Vocational)

Witnesses:

Witness 1-


08/05/2023
(Ravankumar Mandlik)

Witness2-


08/05/23
(Abhijit S. Patil)