

AGREEMENT OF ASSOCIATION

To build an Eco-System for Joint Nurturing and Mentoring to Young Entrepreneur through Active Engagement of Industry-Academia-Society by Establishment of CREAT-JOB CENTER.

THIS AGREEMENT OF ASSOCIATION IS DATED 20 DAY OF AUGUST, 2018 AND HAS BEEN ENTERED BY:

SAMRUDDHI TBI FOUNDATION (Hereinafter also called as STBI) (a company incorporated on Sixteenth day of November Two Thousand Sixteen under Section 8 of Companies Act, 2013 (CIN- U74999PN2016NPL167156), with its registered address at A-1, Samruddhi Park (IT Park), Opp. Vishrambaug Railway Station, Sangli-Miraj Road, Sangli, Maharashtra, India – 416415 and Branch office at, A-201, Mitranagar, Next to Kapil Malhar, Baner Road, Pune – 411045

IN ASSOCIATION WITH

JUGAADFUNDA INNOVATIONS LLP, (Hereinafter also called as JUGAADFUNDA) is incorporated pursuant to section 12(1) of Limited Liability of Partnership Act, 2008 and having its registered office at ERANDES RAJHANS RESIDENCY, S.N. 245/4/2 & 245/5/1, DP Road, Baner, Pune- 411007, Maharashtra, India

Jugaadfunda Innovations LLP to simplify commercial activity while retaining its objective of nurturing entrepreneurship in a non-profit mode.

THROUGH

Name – Mr. Manish Patil

Designation – Director and Founder CEO

Note: This association of Jugaadfunda and STBI remains for Sangli district only.

(Hereinafter STBI in Association with Jugaadfunda (Sangli district only) referred to as 'Party 1')

AND

M/S. SMT. MATHUBAI GARWARE KANYA MAHAVIDYALAYA, SANGLI. (Hereinafter called as SMGK,Sangli), a registered as College under Women's Education Society's and affiliated to the Shivaji University Kolhapur. (Reg. No. SUK KM 77 formed on JUNE 1972 at Sangli) having its Registered office at Khanbhag, S. T. Stand Road, Sangli, Maharashtra 416416

THROUGH

Name – Dr. R. G. Kulkarni

Designation - Principal

M/S. Smt. Mathubai Garware Kanya Mahavidyalaya, Sangli. (Hereinafter referred as 'Party 2')

For Samruddhi TBI Foundation


Director


Principal,
S.M.G. Kanya Mahavidyalaya
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1. INTRODUCTION

a) Definitions

In this Agreement (as defined herein), unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings ascribed below:

1.a.1. 'Agreement', 'this Agreement', 'hereto', 'herein', 'hereby', 'hereunder' and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof, and include any and every instrument supplemental or ancillary to or in implement hereof;

1.a.2. 'Effective Date' means 20 day of August 2018;

1.a.3. 'Party' means any one of Party of the First Part or Party of the Second Part admitted pursuant to the provisions of this Agreement, "Both parties" means all of them, and the "Association" means the association established by this Agreement; and

1.a.4. 'CREAT-JOB' stands for Cluster of Regional Entrepreneur in Applied Technology for Jointly Operated Businesses

b) "Person" means any individual, firm, corporation, association, joint venture, trustee or trust, government or agency thereof, unincorporated association, or other entity and pronouns have a similarly extended meaning.

c) Number and Gender

Words importing the singular include the plural and *vice versa* and words importing gender include all genders.

d) Governing Legislation

Except as expressly stipulated in this Agreement to the contrary, the rights and obligations of the both parties and the administration and termination (30 Days prior notice with fulfillment of all work as per commitment) of the association shall be governed by the mutual understanding between the both parties.

2. PREAMBLE

Parties have desired to create an environment for Technology Startups for Jointly Nurturing of Entrepreneurship and run a framework to promote activities under CREAT-JOB which is a unique initiative from Jugaadfunda in association with STBI (Party1) to build efficient eco system that shall bridge the gaps between Industry-Academia-Society. The objective of this initiative is to transform young graduates from "Job Seekers to Job Creators", transform "Answer Providers to Solution providers" and build Sustainable + Affordable products & solutions locally through active engagement of Industry and Society. www.jugaadfunda.com is designed to bring all stake holders (Learners, Industry Experts, Academia, Industry, Gram panchayats, Investors and Government) using technology to address the challenges mentioned above and more.

3. COMMITMENT AND SCOPE/ BENEFITS OF ASSOCIATION

3.1 SCOPE FOR INSTITUTES

- a) Strengthen local and global network: CREAT-JOB shall bring all associates together to interact with each other to understand the various activities or innovations happening at each other's premises. Associated academic partner can also explore possibilities to offer joint technology programs with partner global university / Industry on their campus.
- b) Active Internship opportunities for students: www.Jugaadfunda.com enables students of associated institutes to grab internship opportunities with industries in the region and across the country and globally with leading Universities/ Industries. Student shall also get opportunity to partner with start-ups under relevant incubation centers. This will help them to have better industry interaction and explore possibility to initiate their own start-ups.
- c) Strengthen on-campus entrepreneurship development (opportunity to build and operate independent incubation center): Complete support to on campus faculty and students to try converting their ideas into commercially viable businesses through various mentoring support groups. Students and faculty also gets opportunity to build their entrepreneur skills through programs offered by universities / institutes of global repute in collaboration with local industry. This shall give opportunity to students and faculty to build problem solving skills.

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- d) Grab consultancy opportunity: CREAT-JOB initiative brings industry and academia together through unique interface model for complementing each other for achieving their objectives. This creates ample opportunity to expert faculty to identify industries looking for their respective skills.
- e) Paid mentoring and internship opportunities: Jugaadfundu Innovations LLP is building partnerships with universities and institutes across the country and globally of repute, creating opportunities for faculty and students to become certified paid trainers / mentors and mentor assistants for their skill development programs that is relevant to be offered in India.
- f) Technology commercialization: CREAT-JOB initiative supports academic institutes to commercialize technology innovation on the campus of academic institutes and scale up their start-up through industry partner and seed fund support from investor network.
- g) Grants and Funds: Associated institute can uplift their contribution to community, industry interaction and value addition to their students and become eligible to fetch various grants and funds through deserving outcomes achieved through CREAT-JOB Initiative.
- h) Access to Jugaadfundu Portal: Students joining for the skill development program shall get the full access of portal under find my opportunity. And there will be no subscription charges too pay for the same to register and avail the benefits accessible under begin my startup.
- i) Proposed Plan and Process for CREAT-JOB Initiative is mentioned as per the Annexure-A subjecting to fulfillment of responsibilities as per clause 4.0
- j) Accounting and payment handling processes are mentioned in the Annexure B with fulfillment of 4.1 (f).
- k) Revenue sharing model and other terms for launching LeXICON Program is mentioned herewith in Annexure C

3.2 SCOPE FOR TECHNOLOGY BUSINESS INTERNS

- Dedicate weekly 4 hours for the activities.
- Conduct and attend weekly meeting under supervision of coordinator.
- Commitment and dedication if you accept any paid internship opportunity.
- On time and proper reporting of assigned activities to claim benefits.
- Support coordinator to perform on campus events and activities.

4. RESPONSIBILITIES

4.1 Responsibilities of Institute

- Appoint coordinator as a single point of contact to interact with CREAT-JOB initiative.
- Form team of technology business interns to undergo special training to support various activities to be conducted under the initiative.
- Allocate dedicated space of 1000 sq. feet minimum for operations of CREAT-JOB activities.
- Allow suitable time for technology business interns and coordinator to interact with associated industry partner.
- Provide the space for display board at prime location of 8.0×5.5 Feet Size for Activities.
- Facility for collection of fees for entrepreneurial and other skill development programs appearing on Jugaadfundu (Under Upgrade My Skill and Institute User dashboard) portal from student and get enable the access of content of program for student by paying the fees for the same to Party 1.

4.2 Responsibilities of TBI Interns

- Dedicate weekly 4 hours for the activities.
- Conduct and attend weekly meeting under supervision of coordinator.
- Commitment and dedication if you accept any paid internship opportunity.
- On time and proper reporting of assigned activities to claim benefits.
- Support coordinator to perform on campus events and activities.

5. CONFIDENTIALITY

During the tenure of this AGREEMENT OF ASSOCIATION and for 2 years thereafter, Parties undertake on their behalf and on behalf of their sub-contractors or employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party of all the information and data exchanged or generated pertaining to work under this AGREEMENT OF ASSOCIATION for any purposes other than in accordance with this AGREEMENT OF ASSOCIATION. Each party shall treat the proprietary intellectual property, business, technical and

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financial information and the negotiations as confidential information. The parties agree to treat these negotiations as confidential and no public announcement shall be made without the approval of all the parties to this agreement. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such confidential information except to the extent necessary to carry out obligations for which it has been provided. Any confidential information exchanged by the parties and entitled to protection hereunder shall be identified as such by an appropriate stamp or marking on each document exchanged designating that the information is "confidential information". Confidential information disclosed in other than written form shall be considered confidential information only to the extent that prior to any disclosure thereof the **Disclosing Party** puts the **Receiving party** on notice that such information is **Confidential information** and thereafter summarizes the same in written form within **30 (thirty)** days of disclosure which clearly identifies such information as **confidential information**.

Above confidential obligation does not apply if that information:

- a) Is or becomes generally available to the public without any fault from Receiving Party; or
- b) Is independently developed by the receiving party without the use of such disclosed materials; or
- c) Is lawfully in the possession of receiving party prior to a disclosure without breach of this AGREEMENT OF ASSOCIATION; or
- d) Has been acquired through a third party who is not obligated under this agreement; or
- e) Is disclosed by the receiving party with the disclosing Parties prior written approval; or
- f) Is required to disclose the information by operation of law. In such a case, receiving party promptly informs the disclosing party well in advance and co-operate with disclosing party to avoid the inadvertent and improper disclosure of confidential information.
- g) Both parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to claim injunctive relief in addition to all other remedies available in law or equity including monetary damages.
- h) Upon termination or expiry of this AGREEMENT OF ASSOCIATION, or upon earlier demand thereof, the receiving party shall return to the disclosing party's all of the disclosing party's known tangible forms of the confidential information and copies thereof in the receiving party's possession.

6. OWNERSHIP AND SHARING OF INTELLECTUAL PROPERTY RIGHTS

- a) No rights in industrial and/or intellectual property (including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) existing on the signature of this **AGREEMENT OF ASSOCIATION** and owned by the **Parties** on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified Agreements.
- b) Parties rights with respect to foreground IP generated under this agreement will be filled jointly.

7. EFFECTIVE DATE, DURATION AND TERMINATION

- a) This Agreement of Association shall become effective upon execution by both the parties shall remain in effect for 2 years or until such period as may be extended by mutual consent of parties.
- b) This Agreement of Association, may be terminated by either **Party** on the grounds of non-performance of any of the responsibilities within three months' notice of termination on their side. However, prior to termination on such grounds both **Parties** will endeavor to settle any disputes by mutual discussion/correspondence. In the event either **Party** wished to terminate the Agreement of Association for reasons other than non-performance of responsibilities, such termination shall be through mutual consent in writing.
- c) Upon termination of the agreement, all rights granted to and the obligations undertaken by the **Parties** hereto shall cease to exist forthwith except the obligation of **Parties** to keep the information in confidence, vide clause (4) herein. After the termination of Agreement of Association, Incubate shall not use the technology or any confidential information obtained from STBI for commercial business or sale of product either by them or through third party.
- d) Neither party shall assign, or in any manner, transfer its interest or any part thereof in this Agreement of Association.
- e) This Agreement of Association, constitutes the entire understanding and agreement between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations, or understanding between the **Parties** with respect to this agreement, and the subject matter hereof. If any of the provisions of this agreement are determined to be invalid under applicable law, they are to that extent, deemed omitted. The invalidity of any portion of this agreement shall not render any other portion invalid. This Agreement of Association shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, personal representative's successors and assignees.

For Samruddhi TBI Foundation


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- f) Provisions of this Agreement of Association will not affect the Agreement of Associations/ Contracts/ Agreement those have been executed with the third parties prior to execution of this Agreement of Association, and each party have right to continue with this agreement unless those are not affecting the provisions of this Agreement of Association.
- g) No amendment or modification of this Agreement of Association shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement of Association. The modifications / changes shall be effective from the date on which they are made or executed unless otherwise agreed to.

8. NOTICES

All notices and other communications required to be served on parties under the terms of this AGREEMENT OF ASSOCIATION shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to other party at its last known address of business. Parties designate the following representatives as point of contact for all notices and communications in respect of this AGREEMENT OF ASSOCIATION. Either party may change these exclusive contacts by written notice to other party.

For Jugaadfunda in Association with STBI		For Smt. Mathubai Garware Kanya Mahavidyalaya, Sangli.	
Name	: Mr. Manish Patil	Name	: Dr. R. G. Kulkarni
Address	:5B, Rajhans Residency, S.N. 245/4/2 & 245/5/1, DP Road, Baner - 411045	Address	:Khan Bhag, Near S.T. Stand, Sangli, Maharashtra 416416
Ph. No.	: +91-9130066596	Ph. No.	: +91-9422041427
Email	: contact@jugaadfunda.com	Email	: dr_rkulkarni@yahoo.co.in
Website	: www.jugaadfunda.com	Website	: www.mgkanyasangli.edu.in

9. INDIVIDUALITY:

This AGREEMENT OF ASSOCIATION is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, agreement, or formal business organization of any kind and the rights and obligations of the parties shall be only those expressly set forth herein. Nothing in this AGREEMENT OF ASSOCIATION shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, STBI and Institute shall remain independent entities, each responsible for its own employees. Each party assumes no responsibility to the other for cost, expenses, risks, and liabilities arising from the efforts of the party.

10. FORCE MAJEURE

Neither parties shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to, the acts of god, war, flood, earthquake, strikes, lockouts, epidemic, riots, civil commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within 30 (thirty) days of such occurrence or cessation. If the force majeure conditions continue beyond 6 (six) months, the parties shall jointly decide about the future of action.

For Samruddhi TBI Foundation


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11. SEAL OF THE PARTIES

In witness whereof the parties mentioned above, represented by their authorized representatives, set forth their hands on this the day, month and year and have caused this agreement to be signed in the presence of the following witness.

IN THE WITNESS WHERE OF, the parties have caused this agreement to be executed through their authorized representatives on the day and year first above written.

For and on behalf of STBI in association with JUGAADFUND Signature:  Name: Mr. Manish Patil Designation: Director Seal:  Date: 20/8/2018	For and on behalf of Smt. Mathubai Garware Kanya Mahavidyalaya, Sangli. Signature:  Name: Dr. R. G. Kulkarni Designation: Principal Seal:  Date: 20/8/2018
Witness (Name & Signature) 1. Mrs. Jyoti Yadav  2. Ms. Renuka Patil 	Witness (Name & Signature) 1. Mrs. S.M. Murumkar  2. Mrs. S. A. Udgoankar 

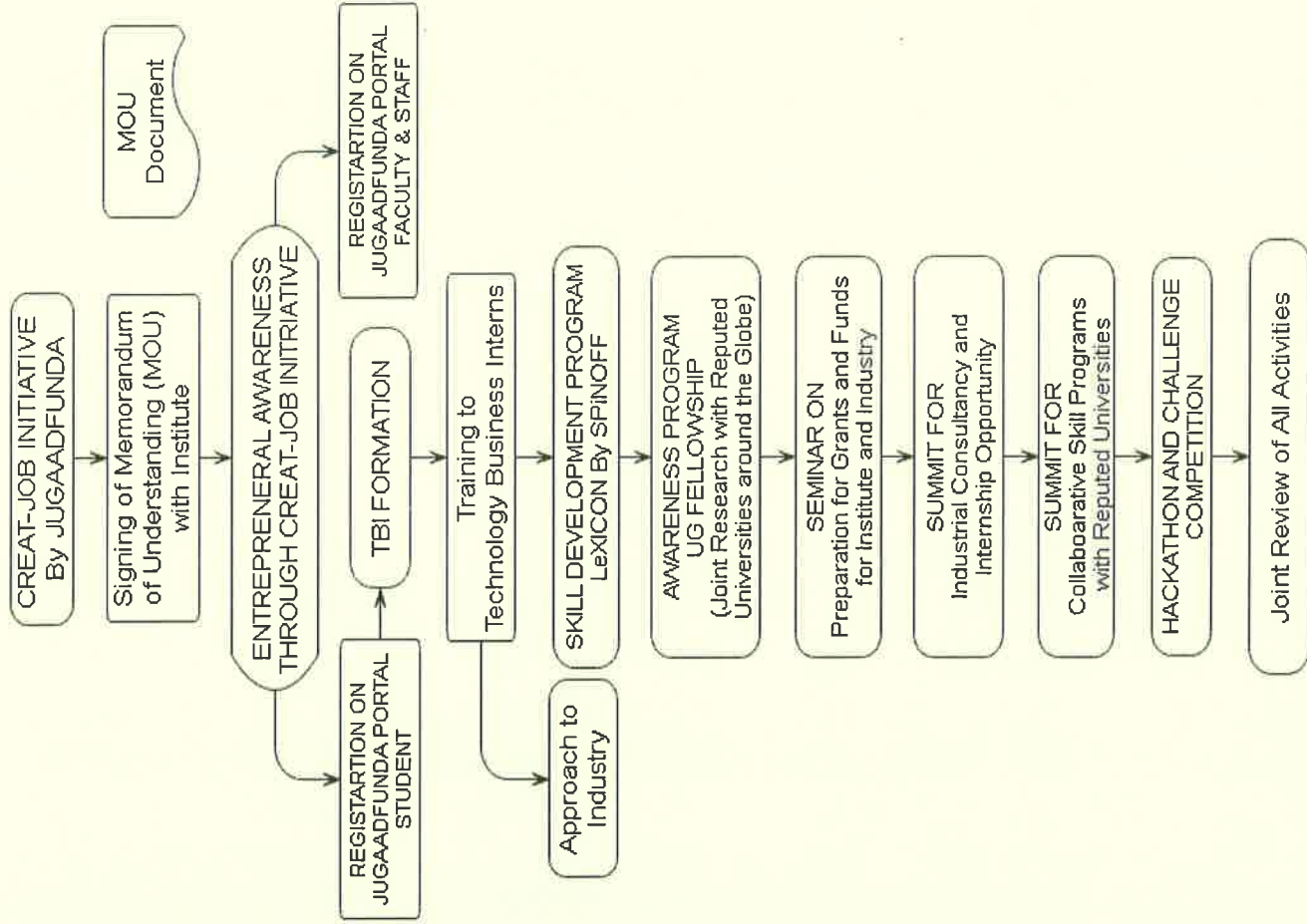
For Samruddhi TBI Foundation


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Annexure A

Semester Plan and Process



ACTIVITY	SEMESTER-I FORTNIGHTS												SEMESTER-II FORTNIGHTS											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Train the Trainer (District level Program for all associated Institutes																								
Technology Business Intern Training (Institute Wise Grouping)																								
Technology-Business Skill Development Program Duration																								
UG Fellowship Program (Joint Research with reputed universities abroad)																								
Grants and Funding Preparation Meet-Up with all interested Industry and Academia																								
Technology Commercialisation and Technology Transfer Meet-Up																								
Industrial Consultancy and Internship Opportunities meet-Up																								
Global Universities / Research Labs / Industry Collaborative Skills Program Meet-Up																								
Hackathon and Challenge Competition Industry Academia Meet-Up																								

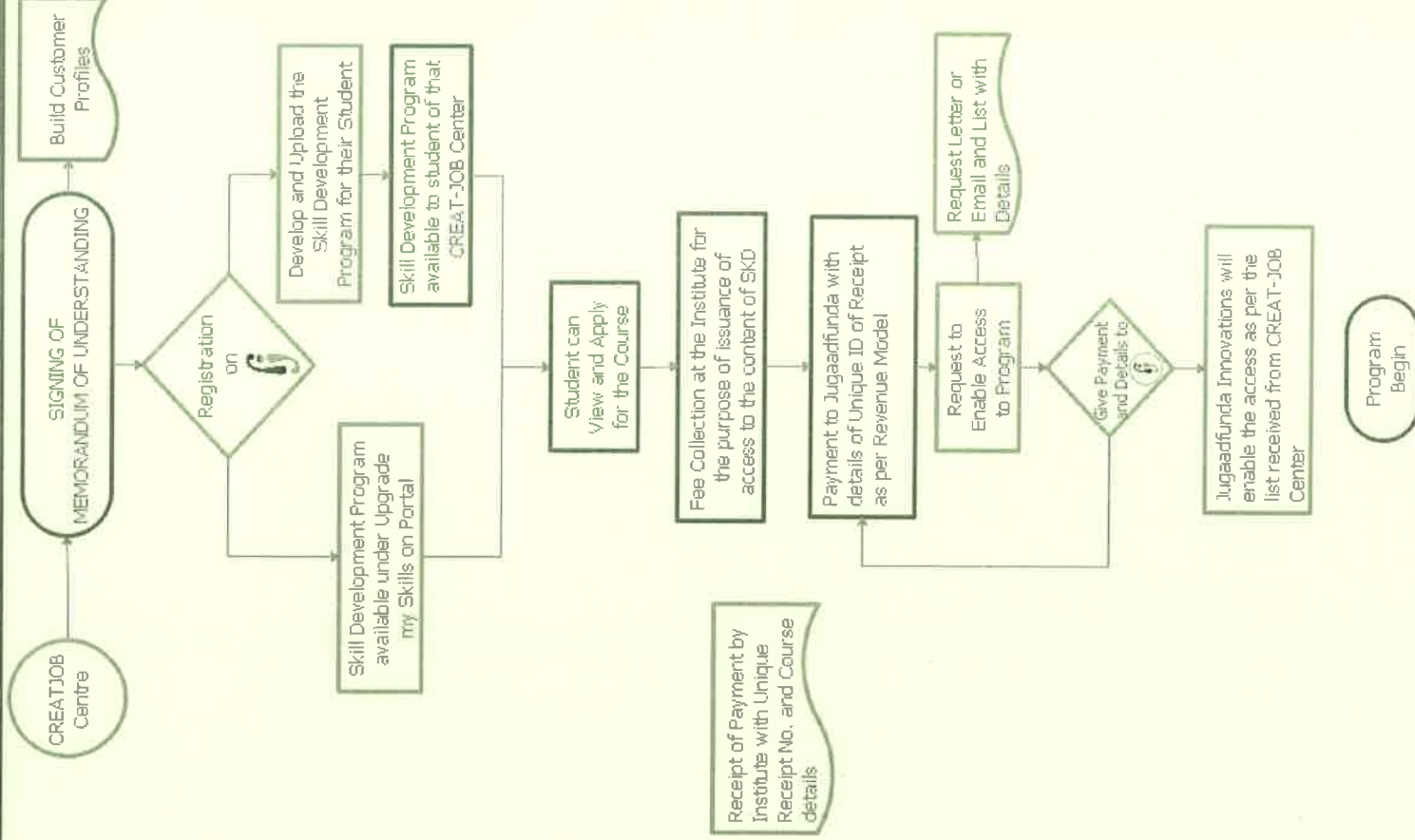
For Samruddhi TBI Foundation

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ANNEXURE B

ACCOUNTING PROCESS AND PAYMENT HANDLING METHOD



For Samruddhi TBI Foundation

[Signature]
Director

[Signature]
Principal,
S.M.G. Kanya Mahavidyalaya
SANGLI.

Annexure C

Revenue Sharing Model: SP's LeXICON Program

1. Objective of CREAT-JOB initiative is to support innovations on your campus through our faculty and student and to raise seed fund on your campus to support shortlisted innovations from your faculty and student.
2. Here the word revenue refers to the fees collected from students for participation in LeXICON by SPiNOFF (Singapore Polytechnic), which is an employability and entrepreneurial development program.
3. Annexure C provides understanding between both the parties for sharing of revenue that remain in effect after successful launching LeXICON program through the CREAT-JOB Center.

Sr.	Description	Percentage
1	CREAT-JOB Center (Institute) Seed Fund and Expenses	8
2	Knowledge Partner (for Contents, Mentoring, Faculty Training as a Certified Trainer)	55
3	Mentor honorarium and Expenses who will visit campus for Mentoring	15
4	Promotional and Other Activities	12
5	Portal and Regional Industry Partner for Managing their Expenses	10
Total		100

4. CREAT-JOB Center will support in all respect as and when required in the implementation of this program.
5. CREAT-JOB Center will collect the fees from the student as per Annexure B and fees shall get transfer to Jugaadfunda Innovations LLP (after deduction of share as per Annexure C) to issue of the licenses to the student to enable their access to the content of LeXICON course.
6. Taxation is subjecting to law prescribed and amended timely by Govt. of India.
7. Licenses will be issue to student only after receiving the payment and list with details of student (Unique Id, Full Name, Amount Paid and Receipt No.) from CREAT-JOB Center to Jugaadfunda.
8. Program Schedule of the LeXICON will be communicated by Jugaadfunda Innovations LLP to the CREAT-JOB Center.

For Samruddhi TBI Foundation


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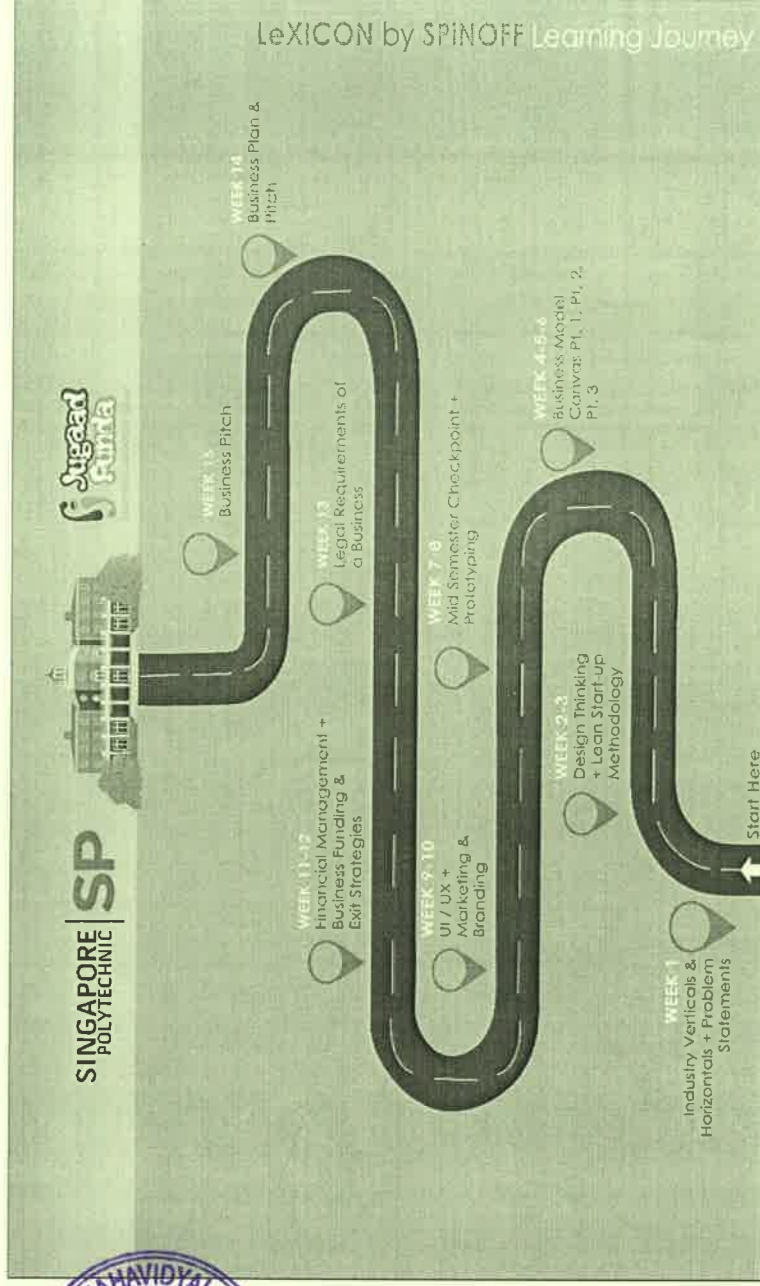
Annexure D

Structure and Roadmap: SP's LeXICON Program

Structure for Program

Week1	: Industry Verticals & Horizontals + Problem Statements/Classroom
Week 2	: Design Thinking Online
Week 3	: Lean Startup Methodology Online
Week 4	: Business Model Canvas Pt. 1 Online
Week 5	: Business Model Canvas Pt. 2 Online
Week 6	: Business Model Canvas Pt. 3 Online
Week 7	: Mid Semester Checkpoint Classroom
Week 8	: Prototyping Online
Week 9	: UI / UX Online
Week 10	: Marketing & Branding Online
Week 11	: Financial Management Classroom - 4 Hrs.
Week 12	: Business Funding & Exit Strategies Online
Week 13	: Legal Requirements of a Business Online
Week 14	: Business Plan & Pitch Online
Week 15	: Business Pitch
Week 16	: Issuance of Certificate

Roadmap



For Samruddhi TBI Foundation

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