



MEMORANDUM OF UNDERSTANDING.

(MoU)

**WWSO SECURITY AND FACILITY LIMITED
BHOPAL-M.P.**

With

**KARNATAK UNIVERSITY,
PAVATE NAGAR, DHARWAD.**

07th JUNE, 2023



This Agreement for Placement & Mobilization is being signed between the following to be effective from 7th Day of June, 2023 for 05 years:-

RECITALS

Whereas, **Capt. Vishwaranjan Prasad Singh (Retd.)**, Director on behalf of M/s **WWSO Security And Facility Limited**, CIN: U75200MP2018PLC046921, Registered Office at HIG-203, Bag Mugalia Extension, Bhopal – 462043 (M.P.), Corporate Office at B-6, Vidya Nagar, Hoshangabad Road, Bhopal– 462026 (M.P.), hereinafter to be called as '**1st Party**' (**WWSO**).

AND

Whereas, Karnatak University, Dharwad(KUD) is a University established under Sec. 3 of the UGC Act 1956 Karnataka State University Act, 2000 running AICTE, NCTE, RCI and UGC approved UG/PG Programme through the affiliated institutions and represented by The Registrar, Karnatak University Pavatenagar, Dharwad - 580001 , Karnataka, hereinafter to be called as '**2nd Party**' (**KUD**).

Hereinafter both are to be referred as "**Parties**" collectively.

Whereas Both the Parties collectively desire to enter into this Agreement for Placement & Mobilization (Hereinafter to be called as Agreement for Placement & Mobilization) to Memorize the Terms and conditions of their anticipated collaboration.

EFFECTIVE DATE, DURATION & EXIT:

This Agreement for Placement & Mobilization is entered on 7th Day of June, 2023 into by and between the 1st Party and the 2nd Party and

This Agreement for Placement & Mobilization will be effective from 7th Day of June, 2023 to 6th Day of June, 2028(05 Years):

1. Termination:-

To terminate this Agreement for Placement & Mobilization on legitimate ground, three months notice can be given by either party. However, effort will be made to complete the ongoing project and thereafter only choose the path of exit.

- a) Termination by mutual agreement - This Agreement may be terminated at any time by the unanimous written agreement of the Parties.
- b) Rights of the Parties - The termination of this Agreement, howsoever arising, are without prejudice to the rights, duties and liabilities of the

Parties accrued due prior to termination. The provisions in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

- c) Termination on account of insolvency - In the event where any of the party at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the other party shall, by a notice in Writing have the right to terminate this CONTRACT and all the rights and privileges hereunder shall stand terminated.

2. Purpose:-

- a) Placement Support for Students studying in Post Graduate level on University campus, constituent colleges and its PG centers.
- b) Mobilization Support for Admission in Post Graduate level on University campus, constituent colleges and its PG centers.

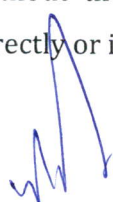
The Purpose of this Agreement for Placement & Mobilization is to establish a good faith foundation between the parties for future collaborative efforts that are mutually beneficial. The Parties agrees to work together in a cooperative and coordinated manner to achieve collective desire of the partnership as well as the individual desires of the parties.

This Agreement for Placement & Mobilization details out the specifics of the working relationship between the parties for future collaborative efforts for mutual benefit.

3. Exclusivity and Other Commitments:-

Exclusivity - Within the Exclusivity Period,

- a) Both the parties shall work exclusively with each other to implement the Transaction in accordance with this Agreement and shall not discuss with any third party regarding any transaction relating to the Company or the Securities;
- b) Both the parties shall not, and shall cause its/his/her Affiliates not to, without the prior knowledge and written consent of the other party, directly or indirectly.



4. Scope of Work:-

Both the parties to the Agreement for Placement & Mobilization agrees upon to execute the following works:

Scope of Work for 1st Party

- a) To assist in Mobilization to 2nd Party for enhancing admissions for all courses being run by them.
- b) To provide Placement to candidates passing out from the Institute of 2nd Party in Domestic Market and Overseas Countries.
- c) To assess the industrial needs of domestic and international/ global markets and mobilize the candidates for appropriate training to 2nd Party and provide them suitable placement opportunities.
- d) To obtain Government/Corporate sponsored training programmes on behalf of 2nd Party and assist them for suitable placement.

Scope of Work for 2nd Party

- a) To provide skill development trainings and certifications to the Candidates/ Students as being done now also.
- b) To Provide Facilities like infrastructure, Training Facilities, Equipments, Books, Periodicals and Training study Materials, Certification etc. to the candidates for the additional courses/training proposed/offered by 1st Party.
- c) To offer Branding to 1st Party in the Brochure, Banners, Letters, Visiting Card, Social Media Platform & any other material to be used for Mobilization & Placement, the 1st party will use any such material, only after getting the approval/issued by the first party.
- d) To execute the training project jointly with first party if the project is brought by 1st Party and found suitable for the career up-liftment of students.
- e) The records and financial statements made by 2nd party will be final and abide by both the parties for the joint project with 1st Party which shall be subject to audit and other relevant financial acts and rules.



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5. Claims, Taxes & Duties, Fees and Accounting:-

a) CLAIMS:

Parties agrees to pay all claims, taxes and fees for services and supplies to be furnished by each other hereunder and agree to pay such claims, as applicable, on actual revenue received for the services carried out by 2nd Party.

b) NOTICE OF CLAIMS:

Parties, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not effect settlement of or compromise any such claim or proceeding without the other's written consent

c) TAXES:

Both the parties, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc including GST and customs duty, Corporate and personnel taxes levied or imposed jointly on account of payments for the work done under this CONTRACT It shall be the responsibility of the CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time the parties shall provide all the necessary compliances/ invoice / documents for enabling the other party to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The parties shall furnish tax invoice issued under GST legislations for the goods and Services (indicating GST), Payment towards the corporate tax credit (as applicable) Tax Invoice/Bill of entry. The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST



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legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider
- (ii) Name and Address and GST Registration Number of the Service Receiver
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)
- (iv) In case of imported goods, contractor/supplier is required to provide original Bill of entry or copy of Bill of Entry duly attested by Custom authority, as applicable.
- (v) GSTIN should be mentioned on the Invoice
- (vi) 2nd Party will not be responsible for any such activity carried out by 1st Party for any other clients/parties.

d) CORPORATE TAXES:

The parties shall bear all direct taxes, levied or imposed on the consortium under the laws of India jointly, as in force and amended from time to time.

The parties shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information, required by the consortium for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT

6. Statutory Requirements:-

During the tenure of this CONTRACT nothing shall be done by either of the parties in contravention of any law, act and/or rules/regulations, there under or any amendment thereof governing *interalia* customs stowaways, foreign exchange etc.



7. Severability:-

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto

8. Commercials:

a) for Mobilization & Placement

b) for commercials

can be discussed mutually on Project to Project and Course to Course basis on mutually agreeable terms to both the parties.

9. Confidentiality and Non-Disclosure:-

- a) Each Party of this consortium shall treat any data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this Agreement for Placement & Mobilization as confidential and shall not disclose the same to any others, except as may be required by law or as may be required to be disclosed on a "Need-to-Know" basis for implementing this Agreement.
- b) The Parties will not publicize the terms of this Agreement, documents shared by each other with any one in any advertising, marketing or promotional materials without prior written consent of the other Party, which will not be unreasonably denied.
- c) Consortium & Consortium Partners may use the name of Client in its marketing or promotional material, as a part of its list of clients. Provided Client may also use the name of Consortium Partner limited to the purpose of this Agreement for Placement & Mobilization considering all the Confidentiality terms between the parties.
- d) Permitted disclosures - A Consortium partner may make disclosures (a) to those of its/his/her Advisors, Representatives or Affiliates as the Consortium Partner reasonably thinks necessary to give effect to or enforce this Agreement but only on a confidential basis; (b) if required by law or a court or competent jurisdiction, or another regulatory body having jurisdiction over a Consortium Partner or pursuant to whose rules and



regulations such disclosure is required to be made, but only as far as practicable and lawful after the form and terms of tat disclosure have been notified to each other has had a reasonable opportunity to comment on the form and terms of disclosure; (c) if the information has already come into the public domain through no fault of that Consortium Partner, its/his/her Representatives, shareholders or investors; or (d) if the information was already available to such Consortium Partner, its/his/her Representatives, shareholders or investors on a non-confidential basis from another Person.

- e) Indemnity – Both the parties agrees to indemnify and hold harmless the Discloser from and against all losses, costs, demands and liabilities of whatsoever nature (but excluding any indirect or consequential losses, costs, demands and liabilities) arising directly out of any breach of the terms by any of the party or by any Person to whom the Confidential Information is disclosed by the Recipient.

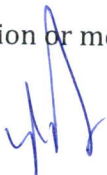
10. Jurisdiction and Applicable Law:-

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Hon'ble Courts at Dharwad, Karnataka state, India.

All the legal requirements, procedures or proceedings shall be strictly adhered to only the law of the and i.e. the Indian Law and nothing in this agreement or any other agreement referring the consortium parties jointly shall be in the spirit of the Laws of India or the Indian constitution.

- 11. Dispute Resolution:** The Consortium Parties shall put all their endeavors towards settling all disputes and differences amicably by the given legal remedies:

Conciliation and Mediation - If a dispute arises between the parties relating to this Agreement, or under any other agreement executed and delivered in connection herewith, is not resolved within fifteen (15) days from the date that either party has notified the other that such dispute exists, then such dispute shall be submitted jointly for conciliation or mediation which can be executed at the will of the parties. Following such conciliation or mediation process, if the parties are able to resolve the dispute then



an agreement of execution will be formulated for the sake of the execution of the mediation or conciliation.

This Agreement for Placement & Mobilization shall be updated only mutually through a Coordinating committee/Managing council (Annexure).

Signed this Memorandum of Agreement on this 7th Day of June, 2023.

For and On Behalf of
WWSO Security and Facility Limited

For and On Behalf of
Karnatak University, Dharwad

Sign: Director

Sign: Registrar

Name: WWSO SECURITY AND FACILITY LIMITED

Name:


5/6/23
DIRECTOR


07/06/23
Yashpal Kshirsagar, IFS
Registrar
Karnatak University, Dharwad


Seal:

Seal:



Witness:-

Witness:-

1. Name & Sign -  Suneel S. Nagre

1. Name & Sign -  Prof. A. M. Kachar

Aadhar No.

Aadhar No. 5511 5148 8396

Address WWSO Vidhyag Nagar
Blupal

Address Karnatak University

2. Name & Sign -

2. Name & Sign -  Prof. S. M. Tawal

Aadhar No.

Aadhar No. 9207 5515 2580

Address WWSO Sec Ltd.
Blupal.

Address Karnatak University,
Dharwad.

Composition of the Coordinating Committee / Managing Council

The Coordinating Committee /Managing Council shall consist of the following members.

- The Vice-Chancellor Chairman
 - The Director, WWSO Member
 - The Registrar, KUD Member
 - One nominee from Vice-Chancellor and two nominees from WWSO shall be the members of committee/ Council.
 - Nominee of the Vice- Chancellor acts as member –Convener.
- i. Any casual vacancy of nominated members caused by death, resignation, or the member ceasing to hold a particular office or a particular designation by virtue of which he became a member shall be filled up the Vice-chancellor for the unexpired term of office of the member.
 - ii. The Managing Council shall meet least once in an academic year to review the implementation of program and to assess the activities of the program.
 - iii. The Vice-Chancellor or, in his absence, any member nominated by him, shall preside over the meeting.

