

MEMORANDUM OF UNDERSTANDING

Between

Worldline Global Services Pvt Ltd

And

BSA Crescent Institute of Science & Technology

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**MEMORANDUM OF UNDERSTANDING
PAYTECH PIONEER PROGRAMME**

MEMORANDUM OF UNDERSTANDING

This MoU entered into on this 31st day of January 2023

between

Worldline India Private Limited, a Company registered under the Companies Act, 1956, having its registered office at Raiaskaran Tech Park (formerly known as Logitech Park), 2nd floor of Tower I, Phase II, Sakinaka, M.V. Road, Andheri (East), Mumbai – 400072, India (hereinafter referred to as `Company) which expression shall unless expressly excluded or repugnant to the subject or context means and includes, its successors and assignees

AND

BSA Crescent Institute of Science & Technology, having its registered office at GST Road, Vandalur, Chennai 600 048. Tamilnadu. INDIA (hereinafter referred to as 'Institute') which expression shall unless expressly excluded or repugnant to the subject or context means and includes, its successors and assignees (the Company and Institute are hereinafter collectively referred to as "the Parties" and severally as "the Party")

WHEREAS

The Company is engaged in the business of payment processing services.

The Institute is engaged in the education activities.

Company has come forward to offer its support to the institute to bridge the gap through structured industry-specific training to benefit the students to best use this channel and make their transition smoother and create a strong base for employability.

Institute has shown interest to engage with the Company for the aforesaid purpose.

NOW THIS MOU aims to capture the understanding reached between Company and Institute regarding each other's roles and responsibilities NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Objective

Parties hereby come together to establish a contractual relationship, the vision of this collaboration is to address the career skill gap among student community and also to help them gain a head start in their career in fintech industry.

The Company being a leading player in the fintech industry has proactively approached Institute with an intention to familiarize students with the entry level fintech technical requirements.

The Company with the help of its expert has also developed a curriculum related to fintech technical studies which shall be imparted to the interested students of the institute.

2. TERM

This MOU shall be valid from the Effective Date i.e. 1st February 2023 and shall remain in force for 5 (Five) years from the Effective date, unless terminated earlier by either Party as provided herein below. Either party may terminate this MOU by giving thirty [30] days'

to the other party, On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

3. Scope, Obligations and Course Syllabus

The detail scope and obligations of this MoU are more specifically described under **Annexure A**, whereas the Course Syllabus is described in **Annexure B** both the Annexures shall constitute an integral part of this Agreement and modification in any of the Annexures or this MoU shall be as per the mutually agreed terms in writing.

4. Intellectual Property Rights

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding. All rights, title and interests in and to the material used by Company

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Andheri (E), Mumbai - 400072, Maharashtra, India.

to perform its obligations under this Agreement shall exclusively belong to Company or its licensors ["Company's Proprietary Material"). Any and all Intellectual Property Rights with respect to the Company's Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to Company or its licensors and institute shall not be entitled to claim any rights therein. All rights, title and interests in data of Institute shall always remain with Institute and Institute agrees that Company shall have the right to list Institute's name in its marketing material and use Institute logo with respect to such listing and for reference purposes related to the said course only being provided to students of institutions,

5. Non-Exclusivity:

Institute acknowledges that the arrangement hereunder by Company shall be on a non-exclusive basis and Company shall be free at all times to enter into similar arrangement

or perform same obligations as envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Company from entering into similar arrangement or performing such obligations to its other partners.

6. CONFIDENTIALITY:

During the term of this MOU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain [other than as a result of a breach of this MOU]; (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

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The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. Upon the disclosing party's written request at any time, or following the completion or termination of this MOU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

7. GOVERNING ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time), The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Chennai. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Chennai, for any action or proceeding regarding this MOU.

8. Notices

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

To Company Attention:

Attn: Head - Legal

Address : Raiaskaran Tech Park (formerly known as Logitech Park),
2nd floor of Tower I, Phase II, Sakinaka, M.V. Road,
Andheri (East), Mumbai – 400072, India

Phone : +9122-71980000

Email : amit.darji@worldline.com

Worldline Global Services Private Limited

Raiaskaran Tech Park, 2nd Floor, Tower 1, Phase 2, M V Road, Sakinaka,
Andheri (E), Mumbai - 400072, Maharashtra, India.

To Institute

Attn: Dr. N.Raja Hussain, Registrar,

Address : B.S.Abdur Rahman Crescent Institute of Science & Technology,
GST Road, Vandalur, Chennai 600 048. Tamilnadu. INDIA

Phone : +91 44 22751347 | +91 44 22751348 | +91 44 22751350 | +91 44 22751375

Email : *registrar@crescent.education*

9. LIMITATION OF LIABILITY

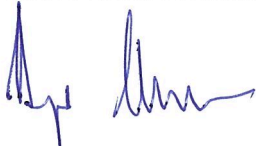
Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of this possibility of such damages.

10. RELATIONSHIP OF THE PARTIES

Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party. Institute acknowledges that certain obligations may require services from sub-contractors.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above

Worldline India Private Limited



By: Mr. Deepak Chandnani

Executive Chairman,

Worldline India,

South Asia & Middle East

BSA Crescent Institute of Science & Technology



By: Dr. N. Raja Hussain

Registrar

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai-600 048

ANNEXURE A

Scope & Obligations

A. Scope/Eligibility

- Students must complete the course requirements to join the hackathon and the selected students will join the Worldline Paytech Pioneer Graduate Engineering Program
- Student from 3rd & 4th year are eligible to participate the Worldline Paytech Course
- Student from all discipline can join the Worldline's Paytech Course

B. Duration

- Course duration will be for 6 months, January to June
- Students shall enroll voluntarily to this program with their institute SPOC designated for this course
- This course will be offered in collaboration with institute and Worldline experts

C. Guidelines of the Paytech Program:

Expectations from the Institute	Action
	Manage the student enrollment in this course
	Paytech course to be included as part of the curriculum
	Education, assessment, and providing necessary practical infrastructure
Expectations from the Worldline	Action
	Course curriculum
	Necessary orientation to the faculty as and when needed

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	Worldline to offer periodical tech expert coaching
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D. Worldline Group Paytech Chair Professor Sponsor:

- Sponsored by Worldline India Private Limited
- One of the honors awarded in the academic arena
- Offered to one faculty member at the institute as an acknowledgment of their contributions to research and teaching

E. Worldline Group Paytech Chair Professor Nomination Process:

- Nomination's process will be discussed and agreed upon mutually
- Once a year, for one professor and the max reward will be INR 1.25 lakh (Euro 1500)
- At the end of the Paytech course the award will be presented