



BLUE PLANET

InfoSolutions (India) Pvt. Ltd.

MEMORANDUM OF UNDERSTANDING (MOU)

1. **Memorandum of Understanding:** This memorandum of understanding between Blue Planet Info Solutions Pvt. Ltd. and PanHealth group of Companies (hereinafter referred to as "BPSI") and , ISB&M School of Technology Pune (hereinafter referred to as "College") (collectively referred to as "Parties") dated 18.07.2018. This MOU is intended to be a living document.

BPSI and ISB&M SCHOOL OF TECHNOLOGY PUNE Pune, agree to enter into this MOU for academic and professional collaboration with the purpose of mutual benefit.

2. **Background and Recitals:**

- a. BPSI has been in the business of creating innovative software solutions and applications for the last 15 years.
- b. Which is the parent body of several educational institutions spread over the landscape of Maharashtra founded the college, a premier institution of liberal learning in India, in the year..... The college imparts instruction to nearly all undergraduate and post graduate students in natural sciences, Computer, Electronics, I.T. at graduate & Post graduate level, humanities and social sciences.
- c. Both Parties agree that giving exposure to the students and Teachers for variety of solutions and applications will enhance their ability to compete in the competitive world.
- d. Both Parties believe in ethical approach to creating training, innovation and employment opportunities to .

3. **Purpose and Scope:** The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to implementation and promoting of :

- a. Smart Cookie Program
- b. Internship Program
- c. StartupWorld
- d. Project Showcase
- e. Smart Cookie Program
- f. EthicalHR
- g. PanHealth
- h. And Other US Startup's

Role / Scope of College

- a. The college will reserve qualified student to work on any / all the projects.
- b. College will help in promoting the idea with the students and teachers
- c. Encourage them to enroll in various projects for internship.





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d. Blue Planet Info Solutions Pvt. Ltd. Will offer internship to 10 students of

Role / Scope of BPSI

- a. Will provide real live projects to work on.
- b. Support and Mentor the Students.
- c. Give guidance for Job search.

4. Nature of Proposed Applications:

a. Smart Cookie Program

Smart Cookie is a platform where BPSI and the sponsors will give points to school / college administrator for allocating to teacher to reward students as Reward Points. This will be done via mobile app given to teachers. The students will see these on student app on their mobile. They can convert these into coupons redeemable to sponsors locations for foods, coffee, ice cream, books, movie tickets etc. The administrator will also allocate points to students for thanking teachers by giving them "Thank You" points. Teachers can also use these points for free or discounted products and services. BPSI will give these points to school administration free of cost for initial distribution. Addition points can be donated or purchased.

b. Startup World

At Startup world, we provide an environment where the student can get real time industry exposure by working on Live Projects during their internship with us. These are the actual projects which we get from our overseas clients.

We have a team of experts having rich industry experience. These experts guide the students their way through the development of these projects under their personal guidance and support.

c. Project Showcase

Project Showcase is a platform that connects students and employers. It gives students an opportunity to showcase their unique ideas and projects to the industry specialists of respective fields and get a feedback from them. Getting feedback from such veterans other than their educational coaches gives them the confidence to keep on innovating. Organizations and their representatives get an opportunity to review the pool of talent that is available at their disposal. It gives them an opportunity to select the best of students to work with based on their capability.





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Organizations and their representatives get an opportunity to review the pool of talent that is available at their disposal. It gives them an opportunity to select the best of students to work with based on their capability.

The company will also help the students and faculty to connect to American colleges for education and cross country projects. For this purpose the college will give necessary representation documentation.

d. EthicalHR

EthicalHR is a solution created for both the prospect candidates, employees and employers. The aim of this online platform is to integrate the employers and the prospect candidates creating a bond of trust even before a person joins the organization or switches from one organization to another.

We aim to incorporate different organizations in the portal, and have them register their employees on the portal. Upon registration and verification, the employee would be provided a badge engraved with a membership number. This would be provided once the employee agrees to follow ethical practices in terms of communicating to the employer.

e. PanHealth

PanHealth securely gathers and stores healthcare data for easy dissemination. Our products encourage the practice of preventative medicine, and will improve interoperability and patient compliance.

Our tools simplify the insurance involvement process, minimize the chance of medical errors, and provide up-to-date continuing education on a user specific platform. We make it easy to connect, communicate, and to monitor performance outcome.

f. Other Projects

BPSI will bring in other projects or add more projects as and when it deems fit to be implemented / promoted at the College.

5. Costing / Pricing / Remuneration Policy

- a. StartupWorld
- b. Project Showcase
- c. Smart Cookie Program
- d. EthicalHR
- e. PanHealth





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f. And Other US Startup's

Based on the time and delivery commitments the students will work on those projects.

6. **Training and Support:** Both Parties will have a review of the progress on a quarterly basis
7. **Intellectual Property:** agrees that BPSI has complete ownership of Intellectual Property over conceptualization, rights, title, interests, designs, intellectual property, patents and source codes for the applications and solutions which are qualified under the prevailing Indian Cyber laws.
8. **Indemnification:** College shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") BPSI and its directors, officers, employees, agents, stockholders and Affiliates (collectively, "Indemnified Parties") from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of Company contained in this MOU, (2) any breach or violation of any covenant or other obligation or duty of College under this Agreement or under applicable law, in each case whether or not caused by the negligence of BPSI or any other Indemnified Party and whether or not the relevant Claim has merit.
9. **Confidentiality:** All information relating to college that is known to be confidential or proprietary or which is clearly marked as such, will be held in confidence by BPSI and will not be disclosed or used by BPSI.
10. **Arbitration and Mediation:** If any dispute arises under the terms of this MOU, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If the mediation is unsuccessful parties agree that the dispute shall be decided by binding arbitration under the rules issued by the respective legal authority / courts of India. The decision of the arbitrator shall be final. Costs and fees (other than attorney's fees) associated with the mediation or arbitration shall be shared equally by the parties.
11. **Entire MOU:** This MOU shall be construed pursuant to the laws of India, excluding any choice of law rules. This MOU may not be modified or amended except by written notice, which is signed by authorized representatives of each of the parties. A party's failure to exercise or delay in exercising any rights hereunder will not be deemed to be a waiver of such right. If any provision of this MOU is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this MOU will not be impaired thereby.





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FOR, BLUE PLANET INFOSOLUTIONS

FOR,

INDIA PVT. LTD.



18-07-18

Prof. Armani S.

NAME

18-07-18

