# MEMORANDUM OF UNDERSTANDING (MOU)

Between

Sharadchandra Pawar Arts & commerce College, Dudulgaon (Alandi), Pune.

and

**Pratham InfoTech Foundation** 

#### Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into as on December 2024 to November 2027.

#### Between

Sharadchandra Pawar Arts & commerce College, with its registered address at Dudulgaon (Alandi), Pune the First Party represented herein by its authorized signatories. Dr. Mokate Natha Rambhau, Principal (hereinafter referred as "Sharadchandra Pawar Arts & commerce College", the institution which expression, unless excluded by a repugnant to the subject or context shall include its successors in-office, representatives, employees, administrators and assigns).

#### And

Pratham InfoTech Foundation, Mumbai the Second Party, and represented herein by its Operation Lead and representative Ms. Sonali Dhavan. (hereinafter referred to as "Pratham InfoTech Foundation, PIF" or organization which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

Sharadchandra Pawar Arts & commerce College and Pratham InfoTech Foundation are hereinafter jointly referred to as "Parties")

#### Whereas:

- Both parties, Sharadchandra Pawar Arts & commerce College and Pratham InfoTech Foundation believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhances opportunities.
- The Parties intend to cooperate and focus their efforts on cooperation within area of Empowerment Programs through IBM SkillsBuild workshops and awareness compaign.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

#### Clause 1: Cooperation

- Both parties are united by common interests and objectives to empower youth/students, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institutions and its related wings.
- Sharadchandra Pawar Arts & commerce College and Pratham InfoTech
  Foundation cooperation will facilitate effective utilization of the subject matter
  expert and intellectual capability of students at Sharadchandra Pawar Arts &
  commerce College providing significant inputs in developing suitable ecosystem,
  keeping in mind the needs of the industry.

#### Clause2: Scope of MOU (Statement of work)

- Guest Lectures/Visiting Faculty: Pratham InfoTech Foundation to extend the necessary support to deliver guest lecturers to the students of Sharadchandra Pawar Arts & commerce College on the technology trends, emerging technologies, IT skills, IT recruitment and training, methodologies and in-house requirements.
- Pratham InfoTech Foundation will help with course completion of the students and
  placement support to students of Sharadchandra Pawar Arts & commerce
  College as and when required in tune with the industry-Academic Relations.
- Sharadchandra Pawar Arts & commerce College will assign a feacher/ professor in the classroom during session for crowd management.
- Both parties to obtain all internal approvals, contents, permissions and licenses of whatsoever nature required for affering the Programs on the terms specified berein.
- If would be non-commercial agreement between Sharadchandra Pawar Arts & commerce College and Pratham InfoTech Foundation

#### Clause 3: Intellectual Property

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise create in either Party any right, title, interest, or license, in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

Both parties will respect each other's Privacy and IPR policies without any violation. In case of any violation of IPR, the MOU would be terminated immediately.

#### Clause 4: Relationship Between the Parties

It is expressly agreed that Sharadchandra Pawar Arts & commerce College and Pratham InfoTech Foundation are acting under this MOU as independent organizations, and the relationship established under this MOU shall not be construed as a partnership but shall be considered on the Joint Collaboration for Up skilling of student and placement support.

Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Agreed By:

For the First Party

PRINCIPAL Sharadchandra Pawar Arts and Commerce College,

Dr.Mokate Natha Rambhau

Principal

Sharadchandra Pawar Arts & commerce

College, Dudulgaon (Alandi), Pune.

For the Second Party

Shau

Mrs. Sonali Dhavan

Operation Lead

Pratham InfoTech Foundation

Witness and Team in charge

[Witness 1]

Mr. Prafulla B Janton

Jodhan D

[Witness 2]

Batom

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[Witness 3] Mr. Ketan Sathe. Institutional Partnership & training Associate

Der



Seal and Stamp

For First Party



Seal and Stamp
For Second Party





#### कौशल्यम् लाईटहाऊस तर्फे करता येणारे मोफत कोर्सेस व नोकरीची संधी

- अकाउंट्स एविद्यक्युटिव्ह
- इलेक्ट्रीशियन मेकॅनिक
- क्ट्रॉनिक असेंब्ली & सॉल्डरिंग ओपरेटर
- जनरल ड्युटी असिस्टेंट
- हॉस्पिटल फ्रंट ऑफिस & बिलिंग एक्झिक्य्टिव्ह
- हॉटेल मॅनेजमेंट

- लॉजिस्टिक्स कस्टमर केयर एक्झिक्युटिव्ह
- ऑफिस एक्झिक्युटिव्ह
- पर्सनल ट्रेनिंग + स्पोर्ट्स न्यूदिशन
- प्री स्कूल दिचर
- रेफ़िजरेटर & एसी मेकॅनिक
- रिटेल स्टोअर ऑपरेशन एक्झिक्युटिव्ह



या व्यतिरिक्त कोणताही कोर्स व नोकरी करण्याची इच्छा असेल तर लाईटहाऊसशी संपर्क साधा

#### पताः



निगडी लाईटहाऊस , सावित्रीबाई फुले सभागृह , ठाकरे मैदान शेजारी , महादेव मंदिरा समोर , यमुनानगर , निगडी , पुणे - 411044



एडमिशन करता दिलेला QR कोड स्केन करा



# कोशल्यम्



### Youth and Business Growing Together

Kaushalyam, is a large scale, demand-led, livelihood maximisation project that connects the youth of Pimpri-Chinchwad with suitable jobs. Youth in Pimpri-Chinchwad will gain access to livelihoods through credible information, career counselling, vocational skills, placement and post-placement support. The design of vocational skilling courses will factor in the skills needed by industry, thus enhancing youth employability

#### Why livelihood maximization?

- · Anywhere, Anytime, Anything Livelihood
- · 8 Lighthouse Centres and 7 Lighthouse Connect Centres so that no youth is far from a centre.
- Youth Helpline and Kaushalyam Web Portal ensure access to livelihood options anywhere, anytime.
- PCMC offers A to Z livelihood services to youth i.e. the award-winning youth-centric Lighthouse model supplemented by one-off services such as counselling, building life-skills and completion of education.

#### How is it demand-led?

- Relationship officers provide personalized service to the industry, while vacancies are openly listed.
- The industry contributes inputs to the curriculum and job roles.
- Digital Skills for the workplace, Spoken English, and customized Vocational Skilling programs.

#### Why large-scale?

- · Mapping youth penetration across PCMC to reach the 25% inflection point
- · Public-Private Partnership model;
- · PCMC contribution: Government Partner; provision of centre locations, investment into CapEx
- Donor Partners (donating the OpEx): Michael & Susan Dell Foundation (anchor donor), Aspen, Accenture,
   Atlas Copco (India) Private Limited and e-Clerx Services Limited
- Ecosystem approach with over 100 skilling partners and 7500 employer partners.

#### How is it Technology led?

- Audio-visual, interactive job, and career content featuring immersive AR/VR experiences.
- The 'WeConnect' technology portal enables comprehensive tracking of youth journeys.
- Kaushalyam portal empowers youth to explore skills and job opportunities.

#### What is the impact?

- By 2027 in Pimpri-Chinchwad.
  - 35000 low-income youth will have access to livelihood services tailored to the needs of individual youth;
  - · 20000 such youth will be in employment.
- Socio-economic progress
  - Increase in individual earning capacity and household income.
  - Movement from informal to formal sector jobs,
  - · Community well-being,
  - · Women empowerment
- Youth leadership as a result of significant shift in self image and attitude towards work
- Shift in attitude of employers; inclusive workplaces.





Sameer, Program Head- Kaushalyam, Lighthouse Communities Foundation (91560 28890)

GLOBAL OPPORTUNITY TOUTH NETWORK, PIMPRI CHINCHWAD

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# कौशल्यम्



### Youth and Business Growing Together

Kaushalyam, a large scale, demand-led, livelihood maximisation project that connects the youth of Pimpri-Chinchwad with suitable jobs. Youth in Pimpri Chinchwad will gain access to livelihoods through credible information, career counselling, vocational skills, placement and post-placement support. The design of vocational skilling courses will factor in the skills needed by industry, thus enhancing youth employability.



#### Universal Access:

8 Lighthouse Centres, 7 Lighthouse Connect Centres.

Each centre a spacious, well-lit space with multiple classrooms and the required technology set-up.

Youth Helpline and Kaushalyam Web Portal for Livelihood



#### Demand-Led Livelihood Model

Addressing needs of industry and youth.

Employability focussed Vocational Skilling Programs: Digital Skills for the Workplace, Spoken English and customised skilling for industry.



#### Technology-led experiential career counselling:

Audio-video, engaging and interactive job and career content enhanced by use of immersive AR/VR experiences.



#### Investment:

Government Partner for Capital Expenditure and Locations: PCMC Donor Partners: Michael & Susan Dell Foundation, Accenture, Atlas Copco (India) Private Limited and e-Clerx Services Limited Knowledge Partners: Global Opportunity Youth Network - Aspen Institute, USA



#### Impact:

By 2027, Kaushalyam will impact the lives and livelihoods of 35000 youth from low-income, under-served communities.

Mentoring of Youth Leaders to drive career counselling within their communities.





Sameer, Program Head- Kaushalyam, Lighthouse Communities Foundation (91560 28890)

GLOBAL OPFORTUNITY
YOUTH NITWORK PHAPO CHINCHWAD
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#ERU INE GRAVIA







#### Letter of Understanding (LOU)

This Letter of Understanding ("LOU") is entered into 26<sup>th</sup> August 2024 at Kaushalya-Chinchwad Lighthouse, 2nd Floor Slum Rehabilitation and Clearance Office, Behind Chinchwad Police Station, Chafekar Chowk, Chinchwadgaon – 411033.

#### By and Between

Lighthouse Communities Foundation (formerly known as "Pune City Connect Development Foundation"), a section 8 Company, registered under the Companies Act, 1956, having its registered office at The Lighthouse complex, Off Bremen Chowk, Spicer College Road, Aundh, Pune 411007 (hereinafter called the "LCF", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and assigns) represented by Ms. Anuja Kishore, CEO, Lighthouse communities Foundation, of the First Part.

#### And

Sharadchandra Pawar Art & Commerce College affiliated to Savitribai Phule Pune University, Recognized by Govt. of Maharashtra, re-accredited by NAAC, UGC Recognized Under 2(F) &12(B)) registered under, having its premises at Alandi Devachi, (Dudulgaon), Tal-Khed, Dist-Pune-412105 Maharashtra, India. (hereinafter referred to as the "Program Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Other Part.

LCF and the Program Party are hereinafter collectively referred to as "Parties" and individually as a "Party".

#### WHEREAS:

- A. LCF is a body, with a mission of enabling agency, resilience and livelihood for children and youth ("Mission").
- B. In furtherance of its Mission, LCF has designed and implemented the project "Sustainable Livelihood", which caters to the skill development and placement of underprivileged youth ("Project").
- C. LCF is in search of quality partners pursuant to its Project and desires to engage the Program Party to provide support for its Project ("Services").

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D. The Parties have agreed that the Program Party shall provide the Services to LCF in accordance with the terms and conditions hereinafter appearing.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

#### Objective:

The objective of this LoU is to lay down the roles and responsibilities of both the Parties pursuant to the Project.

- I. Roles and responsibilities of Program Party
- Program Party will help LCF in mobilizing the youth with financial constraints to invest in upskilling and taking up vocational training, associated with Program Party ("Students") for the purpose of enrolling in the Foundation Course and Placements.
- Program Party may provide inputs and information regarding any other aspect mutually agreed by Program Party and LCF through discussion
- Program party will allow LCF to organize orientations, Job drives and other college placements-related activities
- The Program Party will provide the List of the interested students for placement related batches.
- II. Term

This LoU shall be effective for a period of 12 (twelve) months from the Execution Date, unless earlier terminated pursuant to the terms hereof, whichever is earlier ("Term"). The Parties may renew the Term of this LoU on mutually agreed terms and conditions, recorded in writing.

#### III. Financials:

There is no financial implication disbursement pursuant to this LOU, and both the Parties are entering into this LOU based upon mutual covenants and promises, to undertake the objective recorded hereunder.

IV. Confidentiality

and

Media

Release:





- "Confidential Information" means any and all information relating to the business or to the affairs of a disclosing Party which is not generally known including without limitation, trade secrets, know-how, data processes, designs, formats, reports, specifications, software programs, samples, rates, pricing terms, client lists, details of suppliers, details in respect of other employees of the disclosing Party, market survey information, the identity of clients or their requirements, the identity of key contacts within client organizations, marketing and merchandising techniques, methods, processes, formulae, compositions, systems, techniques, inventions and all writings and materials of any type embodying any of such information which is marked with an indicator such as "Confidential" or "Proprietary", but excluding information which:
  - is or comes into the public domain otherwise than by disclosure or default by the recipient Party;
  - was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
  - was already known to the recipient Party as evidenced by written record pre-dating such disclosure by the disclosing Party.

For the sake of clarity, Confidential Information shall mean and include proprietary or confidential information, including details or particulars of the students, documents, records, course materials, course curriculum, specifications, formulae, evaluation methods, processes, placement data, technical descriptions, reports and other data, records and information provided to or acquired by the Program Party, under this LOU.

Media Releases and Dissemination of Information: All communication with media entities, or sharing of information on social media platforms, with respect to information about the Project, will be undertaken solely by LCF or jointly between LCF and the Program Party. The Program Party shall not make any disclosures in furtherance of the LOU, with any third Parties, or on third party platforms, without obtaining the prior written consent of authorized officers of LCF.

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#### V. Intellectual Property Rights:

- Parties agree and understand that LCF shall have complete ownership rights, title and
  interest in the course material and curriculum designed and shared with the students
  and/ or the Program Party, as deemed necessary by LCF, in furtherance of this LOU,
  including without limitation intellectual property rights thereunder.
- 2. Each Party shall at all times be the sole and exclusive owner and/ or be deemed to own or have rights in respect of all intellectual property rights in or to its products, equipment, services, systems and any derivative works of or improvements, enhancements, modifications or updates thereto, which existed before or on the date of this LOU, and thereafter, if the same does not relate with or has been created in furtherance of this LOU.

#### V. Termination

- 1. This LOU shall terminate upon expiry of the Term of the
- Either Party shall have the right to terminate this LOU without assigning any reason by providing 30 (thirty) days' prior written notice to the other Party intimating its intention to terminate this LOU.
- The Clauses of this LOU shall survive the termination, which do so, due to its very nature, including without limitation, Clauses with respect to Sharadchandra Pawar Art & Commerce College, Pune - 412105

#### VI. Miscellaneous

- Indemnity: The Parties hereby undertake to indemnify and keep fully indemnified ("Indemnifying Party"), at all times, the other Parties, their respective officers, employees, representatives or agents ("Indemnified Party/ (les)"), from and against all claims including third party claims, demands, causes of action, obligations, liability, loss, charge, penalty, damage, costs, guild fee, any fee chargeable by any copyright society or award and expenses, (including reasonable attorneys' fees) incurred or sustained by reason of or arising out of any:
  - breach or alleged breach or non-performance by the Indemnifying Party of any of the undertakings, representations, warranties or obligations under this LOU;

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- third party claims that may arise due to the infringement, impairment or dilution of the rights of such Indemnified Party, by the Indemnifying Party;
- representations/warranties/undertakings of such Indemnifying Party turn out to be false/untrue;
- lv. gross negligence or willful misconduct or fraud by the Indemnifying Party.

#### 2. Dispute Resolution:

- The Parties to the LOU shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this LOU.
- ii. Any dispute or difference whatsoever arising between the Parties to this LOU, out of or relating to the construction, meaning, scope, operation or effect of this LOU or the validity of the breach thereof, which cannot be resolved through the above-mentioned method ("Dispute"), shall be referred to a sole arbitrator to be appointed by mutual consent of both the Parties herein. If the Parties cannot agree on the appointment of the sole arbitrator within a period of 1 (one) month from the notification by one Party to the other Party, of the existence of such Dispute, then the arbitration shall be governed by the Chairman of Logistics Sector Skill Council.
- The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the Disputes and the award made there under shall be final and binding upon the Parties hereto, subject to legal remedies available under the applicable laws. Such Disputes shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or reenactments thereof.
- iv. The arbitration proceedings pursuant to any such Disputes, shall be held at Pune and the arbitral proceedings shall be conducted in English.

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Force Majeure: Neither of the Parties shall be liable for penalty, liquidated damages or
for default, if and to the extent that any delay and/ or failure in performance of its
obligations under the LOU is the result of an Event of Force Majeure.

For purposes of this clause, "Force Majeure Event" means an event beyond the control of both Parties, not involving any Party, not involving any Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of acts of God, wars or revolutions, fires, floods, epidemics, pandemic, unusually severe weather, earthquakes, quarantine restrictions, regulation or order of any governmental body and transport or freight embargoes that might have an impact on the performance of any Party. If a Force Majeure Event occurs, the affected Party shall inform the other Party promptly and such affected Party shall use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. The performance of this LOU shall, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to prevail.

- 4. Independent Business Relationship: LCF and the Program Party are independent contractors and are not and shall not be construed as joint ventures, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this LOU.
- 5. Entire Agreement: This LOU along with the annexures/ amendments thereof, contains the entire agreement and understanding between the Parties as to the subject matter of this LOU. No prior or contemporaneous obligations, conditions, warranties, or representations shall create binding obligations upon either Party except for those expressly set forth herein.
- Amendment: This LOU may be amended in whole or in part only by the written consent
  of both the Parties hereto. The mutually agreed terms and conditions of such
  amendment shall be recorded in writing and shall be considered as a part of this LOU.
- 7. Assignment: LCF shall be entitled to assign or transfer any of its rights or obligations under this LOU without the prior written consent of the Program Party. Program Party shall not assign or transfer its rights and obligations hereunder, without the prior written consent
  of
  LCF.





- 8. Severability: If any provision of this LOU shall be waived or held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this LOU shall not be affected or impaired thereby. Instead, this LOU shall be construed, if possible, in a manner to give effect by means of valid, legal or enforceable provisions to the intent of the Parties to the particular provisions held to be invalid, illegal or unenforceable and, in any event, all other terms shall remain in full force and effect.
- Survival: The provisions of this LOU, which by their nature ought to survive the termination or expiration of this LOU, shall survive.

Non-Solicitation and Non-competition: During the Term of the LOU and for a period of 1 (one) year thereafter, the Program Party shall not (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s, or ex- employee/s, or consultants of LCF, or aid any third person to do so, without the specific prior written consent of LCF.

The Program Party, other than in accordance with the terms of this LOU, shall not by itself, or through any third party, indulge in any project/ activity similar to that of the Project or any other project designed and implemented by LCF, without the prior written approval from LCF.

10. Notices: Any and all communications vide notices, to be given by either Party to the other Party, shall be sent by registered post, reputed courier firm, email or by hand delivery to the addresses first enlisted herein-below mentioned or such other addresses as the respective Party duly notified. Notices so sent by registered post or courier shall deem to have been served 3 (three) days after its dispatch and in case of hand delivery upon obtaining acknowledgement. In case of email, the same shall be considered delivered, upon the sender receiving a notification to the effect in the sent items. Following are the addresses of the Parties in relation to any and all communications/ notices:

#### If to LCF:

 Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation 2nd Floor Slum Rehabilitation and Clearance Office, Behind Chinchwad Police Station, Chafekar Chowk, Chinchwadgaon – 411033.

E-mail:abhijitb@lighthousecommunities.org

Attention: Abhijit Bhalerao

 Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation Pimpri Chowk, Atma Nagar, Kharalwadi, Pimpri Colony, Pimpri-Chinchwad, Maharashtra 411018 E-mail: sandeepb@lighthousecommunities.org



Attention: Sandeep Bhosale

3. Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation Kounteya Housing Society, Sector- 21, Yamuna Nagar, Nigdi, Pimpri-Chinchwad, Pune, Maharashtra 411044

E-mail:amitavb@lighthousecommunities.org

Attention: Amitav Barik

4. Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation Ram Nagar, Bopkhel, Pimpri Chinchwad, Maharashtra-411031 E-mail: dipakg@lighthousecommunities.org

Attention: Dipak Gawande

5. Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation Ganapathi Mandir, No:3, Vinayak Nagar Colony Rd, Borade Vasti, Moshi, Pune, Pimpri-Chinchwad, Maharashtra 412105 E-mail:swathis@lighthousecommunities.org Attention: Swathi S

6. Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation PCMT, bus stop, Gavhanevasti, Bhosari, Pimpri-Chinchwad, Maharashtra 411039

E-mail:aloks@lighthousecommunities.org

Attention: Alok Sonawane

Address; Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation Siddhi Towers, Ganesh Nagar, Dapodi, Pimpri-Chinchwad, Maharashtra 411012

E-mail:abhijitb@lighthousecommunities.org

Attention: Abhijit Bhalerao

8. Address: Kaushalyam (A Livelihood Maximization program), Lighthouse communities Foundation 'C' zone ward office, Pimpri Chinchwad Municipal Corporation, Nehrunagar, Bhosari 411016

E-mail:abhijitb@lighthousecommunities.org

Attention: Abhijit Bhalerao

To ...

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If to the Program Party:

Address:

E-mail:

Attention:

IN WITNESS WHEREOF, the Parties have entered into this LOU as of the day and year first above written.

OFFICE

Signed on behalf of

Lighthouse Communities Foundation,

Chinchwad.

**Authorized Signatory** 

Name: Sameer Shaikh

Designation: Program Head- Kaushalayam

Lighthouse Communities Foundation

Date:26<sup>th</sup> August 2024

Signed on behalf of

PRINCIPAL

Sharadchandra Pawar Arts & Commerce College

Authorized SignatoryPuns

Name: Dr. Natha Mokate

Designation: Principal

Date: 26th August 2024

#### Memorandum of Understanding (MOU)

(Period of MOU 2017-18 to 2022-23)

This Memorandum of Understanding (MOU) is made on this 13th November 2018, by and between:

College Name: SHRI. GAJANAN MAHARAJ SHIKSHAN PRASARAK MANDAL'S SHARADCHANDRA PAWAR ARTS & COMMERCE COLLEGE, DUDULGAON, ALANDI, DIST - PUNE represented by its Principal, DR. PANDURANG MISAL having its registered institution at <u>Dudulgaon</u>. Pune. Here in after called as "College" (which expressional shall unless it be repugnant to the meaning or context thereof be deemed to be included of his/ her legal heir(s), successor(s), legal representative(s), agent(s)) of the one part;

#### AND:

KSHITIJ TECH SOLUTION, A PROPRIETARY FIRM/COMPANY, REGISTERED OFFICE AT A-1B, PANKAJ AVENUE, BHOSALE NAGAR, BEHIND AMAR COTTAGE, HADAPSAR, PUNE - 411028. Here inafter called as "Kshitij Tech Solutions" (Which expression unless be repugnant to the context or meaning there of be deemed to include its executors, administrators and assigns) of the OTHER PART:

Kshitij Tech Solution and the College are hereinafter collectively referred to as the Parties and individually referred to as the "Party".



#### WHEREAS:

- College has been actively engaged in the improvement of education levels of the children and youth belonging to the disadvantage section and other section of the society.
- b) Kshitij Tech Solutions intends to positively impact the underprivileged youth of the country through its educational process. KSHITIJ TECH SOLUTIONS will bring in quality training material and the educational process to the partnership.
  - c) Kshitij Tech Solutions shall also conduct the training and placement to enable the student to put into practice the theory and methods acquired during the course and strengthen their future career prospects
  - d) SHRI. GAJANAN MAHARAJ SHIKSHAN PRASARAK MANDAL'S SHARADCHANDRA PAWAR ARTS & COMMERCE COLLEGE, DUDULGAON, ALANDI, DIST – PUNE has approached Kshitij Tech Solutions with the intent to conduct the training and placement activity by Kshitij Tech Solutions, for the benefits of their students.
- e) This MOU is intended to serve as a mutual expression of the Parties' intentions with respect to cooperation as provided herein and is not a legally binding contract or commitment in respect of the same. The obligation of the Parties to consummate the cooperation contemplated in the MOU is conditional and contingent upon the execution of definitive MOUs, acceptable in form and substance to both Parties. The Parties hereto shall not have any legal obligation with respect to such cooperation unless and until they execute definitive project MOUs for such cooperation.

#### NOW THIS MOU WITNESSES AS UNDER:

#### 1. NATURE OF WORK

Training (Technical and Non Technical) of students

Placements of students

Project / Internships of the students

Guest lectures/ conferences /workshops/ expert lectures etc.

#### 2. TERM:

This Agreement is valid for 5 years starting from 13th November 2018 to 12th November 2023 and can be extended on mutual agreement of both parties.

#### 3. RESPONSIBILITIES OF THE PARTIES

#### 3.1 The Kshitij Tech Solutions undertakes that it shall:

- Shortlist the students from the list of candidates as per the eligibility criteria.
- ii) Conduct the training for students as per the list of courses in Annexure L.
- iii) Conduct Career Guidance Talk/Change Maker Sessions for students.
- iv) Conduct training and conduct a placement drive to strengthen their future career prospects.
- v) Provide placement assistance to eligible students.
- vi) Provide Job oriented training.
- vii)Provide training on the college campus of the signed party.



#### 3.2 The College undertakes that it shall:

- Be responsible for sharing candidates' details as per the objectives and guidelines provided by Kshitij Tech Solutions.
- Provide necessary facilities and infrastructure to conduct the courses and for the objective of the Agreement.
- It is mandatory to arrange space or classroom and infrastructure for training and placement drives.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- All Intellectual Property Rights belonging to a Party prior to signing of this Agreement shall remain vested and remain the property of that Party.
- This Agreement does not constitute a trademark or service mark license by either party to other or its Subcontractors.
- College shall not use Kshitij Tech Solutions brand, logo, trademark, service mark or trade name or any intellectual property without Kshitij Tech Solutions prior written consent, the granting of which shall be within Kshitij Tech Solutions absolute and sole discretion and if so granted College will comply with Kshitij Tech Solutions brand guidelines and terms of brand usage. If such written consent is provided, College shall not by virtue thereof, acquire or obtain or have any rights in Kshitij Tech Solutions trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).
- iv. Kshitij Tech Solutions shall not use College brand, logo, trademark, service mark or trade name or any intellectual property without College prior written consent, the granting of which shall be within College absolute and sole discretion and if so granted Kshitij Tech Solutions will comply with College brand guidelines and terms of brand usage. If such written consent is provided, Kshitij Tech Solutions shall not by virtue thereof, acquire or obtain or have any rights in College trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).

#### 5. CONFIDENTIALITY

Parties shall maintain confidentiality of and shall not disclose any of the terms of this MOU and any other information related to the other Party or its representatives or affiliates, provided by either Party to the other pursuant to this MOU

(Confidential Information), without prior written consent of the other Party, except where any Confidential Information:

- is required to be disclosed by law, by order of a court of competent jurisdiction or by any law, rule or regulatory or governmental body having jurisdiction (provided that any Party so required shall if legally permissible and reasonably practicable inform the other Party about disclosure); or
- Where the Confidential Information is in or comes in to the public domain or is generally available to the public, in each case, other than as a result of breach of this MoU.

#### 6. INDEMNITY

Parties shall indemnify, defend, and hold harmless the other party (including its successors, affiliates and assigns) and its respective directors, officers, employees, agents, etc. (the "Indemnified Persons") against any and all loss, expenses, costs, third party claims, damages,

liabilities or fees (including legal fees and expenses) that the Indemnified Persons may suffer arising out of breach of any of the terms contained in this MoU.

#### 7. NOTICE

Any notice or other communication to be given under this MoU must be in writing (which includes fax or email, but not any other form of Electronic Communication) and must be delivered by hand or sent by post or courier or fax or email to the Party to whom it is to be given at its address appearing in this MoU as follows:

# (a) To, SHRI. GAJANAN MAHARAJ SHIKSHAN PRASARAK MANDAL'S SHARADCHANDRA PAWAR ARTS & COMMERCE COLLEGE, DUDULGAON, ALANDI, DIST - PUNE

Address: Tal-Khed, Dudulgaon, Alandi, Pune.

Phone: 8999128421

E-mail: space.dudulgaon@gmail.com

#### (b) To, KSHITIJ TECH SOLUTIONS

Address: A-1B, Pankaj Avenue, Bhosale Nagar,

Behind Amar Cottage, Hadapsar,

Pune - 411028.

Email:kshitijtechsolution@gmail.com

or at any such other address or fax number of which it shall have given notice for this purpose to the other Party or Parties (as may be relevant) under this Clause. Any notice or other communication sent by post shall be sent by prepaid registered post and any notice sent by fax must be followed up by delivery through courier.

#### 8. NOTICE OF TERMINATION OF MOU

- Either Party by giving one month's notice in writing to the Other Party may terminate this MOU before its expiry.
- ii. Both Parties shall also have the right to terminate the MOU without prior notice if
- a) there occurs a breach of any terms of this MOU which remains uncured for a period of fifteen (15)
   days after being notified in writing to the other Party;
- b) Either Party commits any act or omission which harms the reputation of the other party
- c) Either party acts in a manner prejudicial to the interest of the other and the affected party shall be the sole judge in this regard.
  - Upon termination, the college shall forthwith return, without any delay, all unutilized courseware to Kshitij Tech Solutions, without claiming any right whatsoever on the same.
- iii. Expiry or termination of this MOU howsoever occasioned shall be without prejudice to rights and obligations that occurred or incurred prior to the date of expiry or termination and accounts between the parties shall be promptly settled.

#### 9. DISPUTE RESOLUTION.

In the event of any unresolved dispute or difference of any nature whatsoever between the Parties arising out of this MOU, it will be referred to a single arbitrator, to be appointed by both Parties and the decision thereof shall be final and binding upon the Parties. Governing Laws and Jurisdiction. This MOU shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of competent courts at <u>PUNE</u>.

#### 10. MISCELLANEOUS

#### Costs

Each Party shall be responsible for bearing its own costs and expenses incurred in connection with the transactions contemplated herein.

#### Binding

This MoU shall constitute a binding agreement amongst the Parties and be enforceable in accordance with its terms.

#### Amendments iii.

No modification or amendment of this MoU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

#### iv. Relationship

None of the provisions of this MoU shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this MoU or shall be deemed to be their agent in any way.

#### Compliance with Applicable Law

Each Party hereby undertakes and agrees that it shall comply with Applicable Law in relation to the transactions contemplated under this MoU.

#### Entire MOU.

This MOU supersedes all earlier MOUs, arrangements, letters correspondence, understandings, etc. with respect to the subject matter of this MOU. Any modification, amendment, or alteration in respect of this MOU or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

#### vii. Severance.

If any of the provisions of this MOU is held to be not valid, the remaining provisions shall however be valid and binding on both parties.

#### Authorization

The persons, signing this MoU on behalf of the Parties, represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

IN WITNESS WHEREOF the Parties have signed and sealed the MoU in the presence of: authorized representatives.

Signed by:

Dr. Pandurang Misal

Principal

For and on behalf of

Sm(FIRST PARTY): Commerce College

Didulgaon (Alandi), Pune

Signed by:

Mr. Pritam Kanherkar

For and on behalf of

KSHITIJ TECH SOLUTIONS

(SECOND PARTY)

Date:



### श्री गजानन महाराज शिक्षण प्रसारक मंडळ संचलित

# शरद्चंद्र पवार कला व वाणिज्य महाविद्यालय



विशाल तांबे अध्यक्ष व नगरसेवक, पूणे मनपा

शिक्षणमहर्षि स्व. विलासराव तांबे संस्थापक वैभव तांबे मानद सचिव

जावक क्र.: SPACC | 20 24-25 | 51

दिनांक : 26 08 2014

To,
Reliance Foundation
Registered Office, 9<sup>th</sup> Floor,
Maker Chambers IV, 222,
Nariman Point, Mumbai - 400021

And

Magic Bus India Foundation, Unit No 301, 3<sup>rd</sup> Floor, Reliable Plaza,

Thane Belapur Road, Airoli, Navi Mumbai, Mumbai - 400708

Subject: Acceptance of Collaboration - Reliance Foundation - 21st Century Skills Initiative

Dear Sir/Ma'am,

This letter confirms Sharadchandra Pawar Arts & Commerce College acceptance of the collaboration opportunity for the 21<sup>st</sup> Century Skills Initiative led by Reliance Foundation and supported by Magic Bus India Foundation as the learning and development partner.

The initiative aims at equipping underprivileged youth not in education, employment, or training (NEET) with essential 21<sup>st</sup> century and employability skills and paradiag employment opportunities to the skilled youth.

The objective is to focus on building work preparedness in recent graduates and provide them with job opportunities in diverse sectors. We recognize the importance of preparing our graduates with in-demand skills for the job market. We believe this initiative aligns with our goals and are committed to its success.

Our support to the programme implementation team for this collaborative effort includes:

- Mobilisation: Actively providing a list of recent graduates and facilitating mobilisation activities.
- Programme Activities: Facilitating training sessions and placement drives/job fairs for interested graduates by providing necessary infrastructure on the institute premises.
- Ongoing Communication: Maintaining regular communication with the programme implementation team for guidance and updates.

We appreciate being selected for this valuable initiative and look forward to a successful collaboration and the positive impact it will have on our students.

Sincerely,

Dr. Natha Mokat

Sharsactriandra Pavar Art. & Commerce College

Outlulgson (Atendi), Pune

कॉलेज ऑफिस : गट नं. ७६, बुब्बमाब, (आखंदी), जि. दुणे ४१३ १०५ क्2:0२० - २०२८०१४९

Web: www.spacc.in Email: spacc.dudulgaon@gmail.com



कॉर्पोरेट ऑफिस इ.मे. २९, प्लॉट नं ३५. वृंदावन अवार्टवेंट, बेल-बनगर, धनकवडी, पुणे ४११०४३ 🕿:०२०- ३२९१४५०५



#### Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this, 26th August 2024, by and between Shri Gajanan Shikshan Prasarak Mandal's Sharadchandra Pawar Arts & Commerce College, Alandi, Pune represented by its Principal Dr. N.R. Mokate having its registered institution at, Alandi -Pune, hereinafter called as "Shri Gajanan Shikshan Prasarak Mandal's Sharadchandra Pawar Arts & Commerce College" (which expressional shall unless it be repugnant to the meaning or context thereof be deemed to be included of his/ her legal heir(s), successor(s), legal representative(s), agent(s)) of the one part;

#### AND;

Magic Bus India Foundation (MBIF), a not-for-profit organization, registered under Section 25 of the erstwhile Companies Act 1956 (CIN No. U91110MH2001NPL130853), having its registered office at Reliable Plaza, Unit No 301, 3rd Floor, Plot No K 10, Kalwa Industrial Area, Village Elthen, Navi Mumbai, Thane Director -W, MH 400708, hereinafter called as "MBIF" (Which expression unless be repugnant to the context ormeaning there of be deemed to include its executors, administrators and assigns) of the OTHER PART:

MBIF and the college are hereinafter collectively referred to as the Parties and individually referred to as the "Party".

#### WHEREAS:

- a) College has been actively engaged in the improvement of education levels of the students and youthbelonging to the disadvantage section and other section of the society.
- b) MBIF intends to positively impact the underprivileged youth of the country through its educational process. MAGIC BUS FOUNDATION will bring in quality course material and the educational process to the partnership.
- c) MBIF has developed a Skill development courses which it delivers to students through NGO partner centers across India. MBIF shall also conduct the training placement to enable the student to put into practice the theory and methods acquired during the course strengthen their future career prospects
- d) Magic Bus has approached College with the intent to conduct the course developed by Magic Bus Foundation, at its centers listed in the MoU for the benefits of their students.



e) This MoU is intended to serve as a mutual expression of the Parties' intentions with respect to cooperation as provided herein and is not a legally binding contract or commitment in respect of the same. The obligation of Parties to consummate the cooperation contemplated inthe MoU is conditional and contingent upon the execution of definitive MoUs, acceptable inform and substance to both Parties. The Parties hereto shall not have any legal obligation withrespect to such cooperation unless and until they execute definitive project MoUs for such cooperation.

#### NOW THESE MOU WITNESSES AS UNDER:

#### 1. NATURE OF WORK

MBIF has developed a Skill development course which it shall deliver to students of the college through its NGO partner centers across India for which the courses shall be conducted by Magic Bus asgiven in Annexure I.

#### 2. TERM

This Agreement is valid for 12 Months starting from 26th August 2024 to 25th August 2025 and can be extended on mutual agreement of both parties.

#### 3. RESPONSIBILITIES OF THE PARTIES

#### 3.1 The MBIF undertakes that it shall:

- Shortlist the students from the list of candidates as per the eligibility criteria.
- b) Conduct the training for students as per the list of courses in Annexure L
- c) Conduct Career Guidance Talk/Change Maker Sessions for students.
- d) Provide certificates to the students who complete the course successfully.
- e) Conduct training and conduct a placement drive to strengthen their future career prospects.
- Provide placement assistance to eligible students.
- g) Provide Job oriented training.

#### 3.2 The College undertakes that it shall:

- a) be responsible for sharing candidates details as per the objectives and guidelines provided by MBIF.
- b) Provide necessary facilities and infrastructure to conduct the courses and for the objective of the Agreement.



#### 4. INTELLECTUAL PROPERTY RIGHTS

- a) All Intellectual Property Rights belonging to a Party prior to the signing of this Agreement shall remain vestedand remain the property of that Party.
- b) This Agreement does not constitute a trademark or service mark license by either party to other or itsSubcontractors.
- c) College shall not use MBIF brand, logo, trademark, service mark or trade name or any intellectual property without Magic Bus prior written consent, the granting of which shall be within Magic Bus absoluteand sole discretion and if so granted College will comply with MBIF brand guidelines and terms of brand usage. If such written consent is provided, College shall not by virtue thereof, acquire or obtain or have any rights in Magic Bus trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).
- d) MBIF shall not use College brand, logo, trademark, service mark or trade name or any intellectual property without College prior written consent, the granting of which shall be within College absolute and sole discretion and if so granted MBIF will comply with College brand guidelines and terms of brand usage. If such written consent is provided, MBIF shall not by virtue thereof, acquire or obtain or have any rights in College trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).

#### 5. CONFIDENTIALITY

Parties shall maintain confidentiality of and shall not disclose any of the terms of this MoU and any other information related to the other Party or its representatives or affiliates, provided by either Party to the other pursuant to this MoU (Confidential Information), without prior written consent of the other Party, except where any Confidential Information:

- a) is required to be disclosed by law, by order of a court of competent jurisdiction or by any law, rule or regulatory or governmental body having jurisdiction (provided that any Party so required shall if legally permissible and reasonably practicable inform the other Party about disclosure); or
- b) Where the Confidential Information is in or comes into the public domain or is generally available to the public, in each case, other than as a result of breach of this MoU.



#### 6. INDEMNITY

Parties shall indemnify, defend, and hold harmless the other party (including its successors, affiliates and assigns) and its respective directors, officers, employees, agents, etc. (the "Indemnified Persons") against any and all loss, expenses, costs, third party claims, damages, liabilities or fees (including legal fees and expenses) that the Indemnified Persons may suffer arising out of breach of any of the terms contained in this MoU.

#### 7. NOTICE

Any notice or other communication to be given under this MoU must be in writing (which includes fax or email, but not any other form of Electronic Communication) and must be delivered by hand or sent by postor courier or fax or email to the Party to whom it is to be given at its address appearing in this MoU as follows:

 To Shri Gajanan Shikshan Prasarak Mandal's Sharadchandra Pawar Arts & Commerce College

b) Address: Alandi, Pune

Name: Dr. N.R.Mokate

Phone: 9421001178

E-mail: nathamokate@rediffmail.com

#### c) To Magic Bus India Foundation at:

Address: 3rd Floor, Reliable Plaza, Thane Belapur Road, Airoli, Navi Mumbai, Maharashtra 400708.

E-mail: Jyoti.waghchaure@magicbusindia.org

Or at any such other address or fax number of which it shall have given notice for this purpose to the other Party or Parties (as may be relevant) under this Clause. Any notice or other communication sent by post shallbe sent by prepaid registered post and any notice sent by must be followed up by delivery through courier.

#### 8. NOTICE OF TERMINATION OF MOU

- Either Party by giving one month's notice in writing to the Other Party may terminate this MoU before its expiry.
- b) Both Parties shall also have the right to terminate the MOU without prior notice if
  - there occurs a breach of any terms of this MOU which remains uncured for a period of fifteen (15)days after being notified in writing to the other Party;
  - Either Party commits any act or omission which harms the reputation of the other party



- Either party acts in a manner prejudicial to the interest of the other and the affected party shall be the sole judge in this regard.
- c) Upon termination, the college shall forthwith return, without any delay, all unutilized courseware to MBIF, without claiming any right whatsoever on the same
- d) Expiry or termination of this MOU howsoever occasioned shall be without projudice to rights and obligations occurred or incurred prior to the date of expiry or termination and accounts between the parties shall be promptly settled.

#### 9. DISPUTE RESOLUTION.

- a) In the event of any unresolved dispute or difference of any nature whatsoever between the Parties arise out of this MOU, it will be referred to single arbitrator, to be appointed by both Parties and the decision thereof shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and enactments/modifications, if any, thereof.
- Governing Laws and Jurisdiction. This MOU shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of competent courts at.

#### 10. MISCELLANEOUS

#### a) Costs

Each Party shall be responsible for bearing its own costs and expenses incurred in connection with the transactions contemplated herein. This is free of cost program.

#### b) Binding

This MoU shall constitute a binding agreement amongst the Parties and enforceable in accordance with its terms.

#### c) Amendments

No modification or amendment of this MoU and no waiver of any of the terms or condition to hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

#### d) Relationship

None of the provisions of this MoU shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this MoU or shallbe deemed to be their agent in any way.

#### e) Compliance with Applicable Law

Each Party hereby undertakes and agrees that it shall comply with Applicable Law in



relation to thetransactions contemplated under this MoU.

f) Entire MOU.

This MOU supersedes all earlier MOUs, arrangements, letters correspondence, understandings etc. with respect to the subject matter of this MOU. Any modification, amendment or alteration in respectof this MOU or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

g) Severance.

If any of the provisions of this MOU is held to be not valid, remaining provisions shall however be valid and binding on both the parties.

h) Authorization

The persons, signing this MoU on behalf of the Parties, represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

IN WITNESS WHEREOF the Parties have by duly authorized representatives Shri Gajanan Shikshan Prasarak Mandal's Sharadchandra Pawar Arts & Commerce College, their respective hands and seal on the date first above written in the presence of:

Signed by:

Principal,

Dr. N.R. Mokate

Shri Gajanan Shikshan Prasarak Mandal's Sharadchandra Pawar Arts & Commerce College - Pune For and on behalf of (First Party) Signed by:

Program Manager, Jyoti Waghchaure

For and on behalf of

MAGIC BUS FOUNDATION

(Second Party)



PRINCIPAL

Sharadchandra Pawar Arts & Commerce College Dudulgeon (Mandi), Pune





#### Annexure I

MAGIC BUS FOUNDATION APPROVED COURSES TO BE RUN AT SHRI GAJANAN SHIKSHAN PRASARAK MANDAL'S SHARADCHANDRA PAWAR ARTS & COMMERCE COLLEGE

Skill-based job-oriented training for 24 hours. (CWW)

Job-oriented training includes job readiness, workplace English, effective communication skills, interview preparation, grooming and confidence building.





#### 3.5 - Collaboration

## MEMORANDUM OF UNDERSTANDING (MoU)

With

#### CGIT, PUNE

Address: A 302, Swaraj Complex , Datta Mandir Chauk, Vadgaon Sheri, Pune.

2021-2022





### MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SHARADCHANDRA PAWAR ARTS AND COMMERCE COLLEGE, DUDULGAON (ALANDI), PUNE-412105

&

CGIT, PUNE

FOR

LIVE TRAININGS [Online/Offline], WORKSHOPS, ACADEMIC
COLLABORATION FOR CERTIFICATION COURSES, INTERNSHIP
& PLACEMENT OF STUDENTS FOR SPACC

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the O2<sup>ND</sup> DAY OF — AUGUST— Two Thousand and Twenty One (02/08/2022), by and between

SHARADCHANDRA PAWAR ARTS AND COMMERCE COLLEGE, DUDULGAON - ALANDI, PUNE, THE FIRST PARTY represented herein by its Dr. Hansraj Thorat, Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

CGIT, PUNE, THE SECOND PARTY, and represented herein by its Founder and CEO, Mr. SANJAY VITKARE, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (I) SHARADCHANDRA PAWAR ARTS AND COMMERCE COLLEGE, DUDULGAON - ALANDI, PUNE
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of live trainings, workshops, academic collaboration for certification courses, Internship & Placement for SPACC.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

#### CLAUSE 1

#### CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings.

First Party and Second Party co-operation will facilitate effective utilization of the capabilities of the First Party providing significant inputs to them in developing suitable teaching / training systems and IT systems, keeping in mind the needs of the industry, the Second Party.

#### CLAUSE 2 SCOPE OF THE MoU

The budding graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- Live Training: Second party will provide live trainings to students for various programming courses for a particular period depending upon the requirement of the students
- Workshops: Second Party will conduct live workshops for a particular period depending upon the requirement of the students
- Academic collaboration for certification courses- Second party will collaborate with the first party to design online certificate courses to sell them separately to students of other institutes.
- Placement of students- Second party will facilitate placement of students of First party into jobs/internships
- There will be financial consideration between first party and second party which will be dealt separately.

#### CLAUSE 3

#### VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period CGIT, Pune, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

#### CLAUSE 4

#### RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party. to pledge the other Party's credit, or to extend credit on behalf of the other Party without prior consent of the other party

First Party

Second Party

AGREED:

For SPACC, Ddulgaon-Alandi, Pune

For CGIT, Pune

**Authorized Signatory** 

Authorized Signatory

| SPACC, Ddulgaon-Alandi, Pune                           | CGIT, Pune  |
|--|---|
| Address: Dudulgaon-Alandi, Pune,<br>Maharashtra 412105 | Address: A 302, Swaraj Complex , Datta<br>Mandir Chauk, Vadgaon Sheri, Pune |
| Contact Details: 9822214776                            | Contact Details: 9082472719,  |
| E-mails: hdthorat7@gmail.com                           | E-mails: sanjay vitkre@cg-it in   |
| Web: https://www.spcalandi.com                         | Web: https://cg-it.in/  |

Witness Signature with Name



Storadchandra Pawar Arts & Commerce College Dudulgeon (Alandi), Puns

NATHA RAMBHAU RAMBHAU MOKATE MOKATE

Digitally signed by NATHA

Date: 2025.02.01 14:50:44 +05'30'